



Registration of a Charge

Company Name: **ABILITY MATTERS GROUP LIMITED**

Company Number: **03039768**



XAWVIE5V

Received for filing in Electronic Format on the: **31/01/2022**

Details of Charge

Date of creation: **11/01/2022**

Charge code: **0303 9768 0006**

Persons entitled: **GLAS TRUST CORPORATION LIMITED (AS SECURITY TRUSTEE FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT))**

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: **HUGO DAVIES**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3039768

Charge code: 0303 9768 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th January 2022 and created by ABILITY MATTERS GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st January 2022 .

Given at Companies House, Cardiff on 31st January 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 11 JANUARY

2022

(1) ABILITY MATTERS GROUP LIMITED
(as Chargor)

AND

(2) GLAS TRUST CORPORATION LIMITED
(as Security Agent)

SHARE MORTGAGE
over the entire issued
share capital of
ASSISTIVE TECHNOLOGY GROUP LIMITED

This Mortgage is subject to and has the benefit of an Intercreditor Agreement dated 5 November 2021 and made between, among others, (1) Astra Midco Limited and Astra Bidco Limited, (2) the Security Agent and (3) the Secured Parties (as each such term is defined in this Mortgage).

MATHESON
70 Sir John Rogerson's Quay
Dublin 2
Ireland

TEL + 353 1 232 2000
FAX + 353 1 232 3333
54370805.4

CONTENTS

	Page No
1..... Definitions and interpretation	1
2..... Covenant to pay	3
3..... Grant of Security	4
4..... Charging clause	4
5..... Continuing security	5
6..... Liability of the Chargor relating to the Security Assets	5
7..... Representations	5
8..... Undertakings by the Chargor	6
9..... Power to Remedy	8
10..... When Security Becomes Enforceable	8
11..... Enforcement of Security	9
12..... Appointment of Receiver	10
13..... Powers of Receiver	11
14..... Application of Proceeds and Intercreditor Agreement	15
15..... Set-Off	15
16..... Delegation	16
17..... Further Assurances	16
18..... Power of attorney	17
19..... Currency conversion	17
20..... Changes to the Parties	17
21..... Miscellaneous	17
22..... Notices	18
23..... Calculations and Certificates	18
24..... Partial Invalidity	18
25..... Remedies and Waivers	19
26..... Amendments and Waivers	19
27..... Counterparts	19
28..... Release	19
29..... Governing law	19
30..... Enforcement and Jurisdiction	19
31..... Process agent	20
Schedule 1	21
The Charged Securities	21
Schedule 2	22
Part 1 Share Transfer Form	22
Part 2 Shareholders Letter of Authority	25
Schedule 3	26

Irrevocable Proxy	26
Schedule 4.....	27
Irrevocable Appointment.....	27
Signatures.....	28

BETWEEN

- (1) **ABILITY MATTERS GROUP LIMITED**, a company incorporated under the laws of England and Wales (registered number 03039768) having its registered office at Ability House, 21 Nuffield Way, Abingdon, Oxfordshire, England, OX14 1RL, United Kingdom (the "**Chargor**");

AND

- (2) **GLAS TRUST CORPORATION LIMITED** (as security trustee for the Secured Parties (as defined below)) (in such capacity, the "**Security Agent**").

WITNESSES:

1 Definitions and interpretation

1.1 Definitions

In this Mortgage

1.1.1 terms defined in, or construed for the purposes of, the Senior Facilities Agreement (as defined below) have the same meanings when used in this Mortgage (unless the same are otherwise defined in this Mortgage); and

1.1.2 at all times the following terms have the following meanings:

"**Act**" means the Land and Conveyancing Law Reform Act 2009;

"**Charged Investments**" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"**Charged Securities**" means:

- (a) the securities specified in Schedule 1 (*The Securities*) hereto; and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or investments (whether certificated or uncertificated, physical or dematerialised, registered or unregistered) relating to the Issuer now or in future owned (legally or beneficially) by the Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf in which the Chargor has an interest at any time;

"**Companies Act**" means the Companies Act 2014 of Ireland;

"**Declared Default**" means the occurrence of an Event of Default or a Significant Event of Default which is continuing and which has resulted in the Agent exercising any of its rights or issuing a notice under and in accordance with clause 27.18 (*Acceleration*) of the Senior Facilities Agreement;

"**Default Rate**" means the rate of interest determined in accordance with clause 13.4 (*Default interest*) of the Senior Facilities Agreement;

"**Delegate**" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver;

"**Event of Default**" means each Event of Default as defined in the Senior Facilities Agreement;

"Finance Documents" means each Finance Document as that term is defined in the Senior Facilities Agreement;

"Finance Party" means any Finance Party as defined in the Senior Facilities Agreement;

"Issuer" means Assistive Technology Group Limited, a company incorporated under the laws of Ireland (registered number 440802) having its registered office at Unit 12, Deansgrange Business Park, Blackrock, Co. Dublin, Ireland, being the issuer of the Securities;

"Liabilities" has the meaning given to that term in the Intercreditor Agreement;

"Party" means a party to this Mortgage;

"Receiver" means one or more receivers and / or managers appointed, or to be appointed, by the Security Agent under this Mortgage;

"Related Rights" means, in relation to any Charged Securities:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Securities or on any asset referred to in paragraph (b) of this definition; and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Secured Obligations" means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group or by an Obligor to any Secured Party under the Finance Documents both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity;

"Secured Parties" has the meaning given to that term in the Intercreditor Agreement;

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Mortgage;

"Security Period" means the period beginning on the date of this Mortgage and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents;

"Senior Facilities Agreement" the senior term and revolving facilities agreement dated 5 November 2021 between (1) Astra Midco Limited as the Parent, (2) Astra Bidco Limited as the Company and Original Borrower, (3) the companies named on the signing pages therein as Original Guarantors, (4) Baring Asset Management Limited and HSBC UK Bank plc as the Arrangers, (5) the financial institutions listed in Schedule 1 thereto as Original Lenders, (6) Global Loan Agency Services Limited as the Agent and (7) GLAS Trust Corporation Limited as the Security Agent; and

"Share Charge Security" means the Security created or evidenced by or pursuant to this Mortgage.

1.2 Interpretation

- 1.2.1 Unless a contrary indication appears, in this Mortgage the provisions of clause 1.2 (*Construction*) of the Senior Facilities Agreement (other than clause 1.2(c)) apply to this Mortgage as though they were set out in full in this Mortgage, except that references to "this Agreement" will be construed as references to this Mortgage.

1.2.2 Unless a contrary indication appears, any reference in this Mortgage to:

- (a) the "**Chargor**", the "**Security Agent**" or any other "**Secured Party**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
- (b) "**this Mortgage**", the "**Senior Facilities Agreement**", any other Finance Document or any other agreement or instrument is a reference to this Mortgage, the Senior Facilities Agreement, that other Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and / or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any member of the Group or provides for further advances including, without limitation, as a result of the operation of clause 2.5 (*Additional Facilities*) of the Senior Facilities Agreement); and
- (c) "**Secured Obligations**" includes obligations and liabilities which would be treated as such but for the liquidation, administration, examinership or dissolution of or similar event affecting any member of the Group.

1.2.3 Each undertaking of the Chargor (other than a payment obligation) contained in this Mortgage:

- (a) must be complied with at all times during the Security Period; and
- (b) is given by the Chargor for the benefit of the Security Agent and each other Secured Party.

1.2.4 If the Security Agent or the Agent reasonably considers that an amount paid by any member of the Group to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation, examinership or administration of such member of the Group, then that amount shall not be considered to have been irrevocably paid for the purposes of this Mortgage.

1.2.5 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.

1.3 **Inconsistency Between this Mortgage and the Intercreditor Agreement**

If there is any conflict or inconsistency between any provision of this Mortgage and any provision of the Intercreditor Agreement, the provision of the Intercreditor Agreement shall prevail.

1.4 **Trust**

All Security and dispositions made or created, and all obligations and undertakings contained in this Mortgage in favour of or for the benefit of the Security Agent are made, created and entered into in favour of the Security Agent as trustee for the Secured Parties from time to time on the terms of the Intercreditor Agreement.

2 **Covenant to pay**

2.1 **Covenant to Pay**

2.1.1 The Chargor, as principal obligor and not merely as surety, covenants in favour of the Security Agent that it will pay and discharge the Secured Obligations from time to time when they fall due and payable.

2.1.2 Every payment by the Chargor of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in clause 2.1.1.

2.2 **Default Interest**

Any amount which is not paid under this Mortgage when due shall bear interest in accordance with clause 13.4 (*Default interest*) of the Senior Facilities Agreement.

3 **Grant of Security**

3.1 **Nature of Security**

All Security and dispositions created or made by or pursuant to this Mortgage are created or made by the Chargor as beneficial owner:

3.1.1 in favour of the Security Agent;

3.1.2 as continuing security for payment of the Secured Obligations.

4 **Charging clause**

4.1 **Creation of security**

As a continuing security for the due payment and discharge of the Secured Obligations the Chargor as beneficial owner hereby mortgages and charges by way of first ranking mortgage and charge in favour of the Security Agent as trustee for the Secured Parties:

4.1.1 the Charged Securities referred to in Schedule 1 (*The Charged Securities*); and

4.1.2 all other Charged Securities (not charged by clause 4.1.1),

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments.

4.2 **Assent to registration**

The Chargor hereby assents to the registration of all or any of the foregoing security as a burden on the property thereby affected.

4.3 **Deposit of items on execution**

4.3.1 The Chargor undertakes with the Security Agent that forthwith on the execution of this Mortgage (other than in respect of the item to be delivered under paragraph (b)(ii) below, which shall be delivered on or before the date falling 30 days from the date of this Mortgage) or (if later) as soon as is reasonably practicable after the acquisition of any Charged Securities, by way of security for the Secured Obligations:

(a) deposit with the Security Agent (or procure the deposit of) (or as the Security Agent may direct) all certificates and other documents of title or evidence of ownership to the Charged Securities and their Related Rights; and

(b) execute and deliver to the Security Agent (in form and substance satisfactory to the Security Agent):

(i) transfer(s) in respect of the Charged Securities duly executed in blank by or on behalf of the Chargor and / or its nominee(s) together with a letter of authority in respect of such transfer(s) each substantially in the form set out in Part 1 and Part 2 of Schedule 2;

(ii) a certified copy of the share register of the Issuer;

- (iii) undated irrevocable proxy(ies) in respect of the Charged Securities executed by the Chargor and / or its nominee(s) in favour of the Security Agent substantially in the form set out in Schedule 3 and the irrevocable appointment substantially in the form set out in Schedule 4; and
- (iv) such other documents as the Security Agent shall reasonably require to enable it (or its nominees), to be registered as the owner of or otherwise to acquire a legal title to the Charged Securities and their Related Rights (or to pass legal title to any purchaser).

4.3.2 In respect of any Charged Investment held by or on behalf of any nominee of any clearance or settlement system, the Chargor shall as soon as reasonably practicable upon execution of this Mortgage or (if later) as soon as reasonably practicable after its acquisition of an interest in such Charged Investment deliver to the Security Agent duly executed stock notes or other document in the name of the Security Agent (or as it may direct) issued by such nominee and representing or evidencing any benefit or entitlement to such Charged Investment.

4.4 **Deposit of further documents**

The Chargor undertakes with the Security Agent to immediately on receipt, deposit with the Security Agent all certificates and other documents of title representing or evidencing ownership to any stocks, shares, securities or other items (other than the Charged Securities it holds as at the date of this Mortgage) that become part of the Security Assets and share transfer(s) in respect thereof executed in blank by or on behalf of the Chargor and / or its nominee(s) together with a letter of authority in respect of such share transfer form each substantially in the form set out in Part 1 and Part 2 of Schedule 2.

5 **Continuing security**

5.1 **Continuing security**

The Share Charge Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Mortgage shall remain in full force and effect as a continuing security for the duration of the Security Period.

5.2 **Additional and Separate Security**

This Mortgage is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and / or any other Secured Party may at any time hold for any Secured Obligation.

5.3 **Right to Enforce**

This Mortgage may be enforced against the Chargor without the Security Agent and / or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

6 **Liability of the Chargor relating to the Security Assets**

Notwithstanding anything contained in this Mortgage or implied to the contrary, the Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

7 **Representations**

7.1 **General**

The Chargor makes the representations and warranties set out in this clause 7 (*Representations*) to the Security Agent and each other Secured Party on the date of this Mortgage.

7.2 Charged Securities

Schedule 1 (*The Charged Securities*) identifies all Charged Securities which are beneficially owned by the Chargor at the date of this Mortgage.

8 Undertakings by the Chargor

8.1 Negative Pledge and Disposals

8.1.1 The Chargor shall not create or permit to subsist any Security over any of its assets;

8.1.2 The Chargor shall not:

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are leased to or re-acquired by an Obligor or any other member of the Group;
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts; or
- (d) enter into any arrangement for the purpose of conferring a preferential right to assets in insolvency, in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset;

8.1.3 clauses 8.1.1 and 8.1.2 above do not apply to any Security or (as the case may be) Quasi Security, which is:

- (a) Permitted Security; or
- (b) a Permitted Transaction; or
- (c) granted pursuant to the Finance Documents.

8.2 Security Assets Generally

The Chargor shall:

8.2.1 notify the Security Agent within 14 days of receipt of every material notice, order, application, requirement or proposal given or made in relation to the Security Assets and adversely prejudicing the Share Charge Security by any competent authority, and (if required by the Security Agent):

- (a) as soon as is reasonably practicable, provide it with a copy of the same; and
- (b) either (A) comply with such notice, order, application, requirement or proposal or (B) make such objections to the same as the Security Agent may reasonably require or approve;

8.2.2 pay all rates, rents and other outgoings owed by it in respect of the Security Assets when due and payable and where failure to do so has, or is reasonably likely to have, a Material Adverse Effect;

8.2.3 comply with:

- (a) all obligations in relation to the Security Assets under any present or future regulation or requirement of any competent authority or any Authorisation; and
- (b) all covenants and obligations affecting any Security Asset (or its manner of use),

where failure to do so has or is reasonably likely to have a Material Adverse Effect;

- 8.2.4 not, except with the prior written consent of the Security Agent (not to be unreasonably withheld), enter into any onerous or restrictive obligation affecting any Security Assets (except as expressly permitted under the Senior Facilities Agreement);
- 8.2.5 provide the Security Agent with all information which it may reasonably request in relation to the Security Assets; and
- 8.2.6 not do, cause or permit to be done anything which would, or would be reasonably likely to, in any way to materially depreciate, materially jeopardise or otherwise materially prejudice the value or marketability of any Security Asset (or make any omission which has such an effect) other than any action permitted under the terms of the Senior Facilities Agreement.

8.3 Charged Investments – Protection of Security

8.3.1 The Chargor shall promptly following the occurrence of a Declared Default:

- (a) instruct any clearance system to transfer any Charged Investment held by it for the Chargor or its nominee to an account of the Security Agent or its nominee with such clearance system; and
- (b) take whatever action the Security Agent may request for the dematerialisation or rematerialisation of any Charged Investment held in a clearance system.

8.3.2 Without prejudice to the rest of this clause 8.3 (*Charged Investments – Protection of Security*), the Security Agent may following the occurrence of a Declared Default at the expense of the Chargor, take whatever action is required for the dematerialisation or rematerialisation of the Charged Investments.

8.3.3 The Chargor shall promptly pay all calls or other payments which may become due in respect of its Charged Investments.

8.3.4 The Chargor shall not nominate another person to enjoy or exercise all or any specified rights of the Chargor in relation to its Charged Investments.

8.4 Rights of the Parties in Respect of Charged Investments

8.4.1 Unless a Declared Default has occurred the Chargor shall be entitled to:

- (a) receive and retain all dividends, distributions and other monies paid on or derived from its Charged Securities; and
- (b) exercise all voting and other rights and powers attaching to its Charged Securities, provided that it must not do so in a manner which:
 - (i) is reasonably likely to be materially prejudicial to the validity or enforceability of the security created; or
 - (ii) cause an Event of Default; or
 - (iii) is otherwise materially prejudicial to the interests of the Security Agent and / or the other Secured Parties.

- 8.4.2 At any time following the occurrence of a Declared Default, the Security Agent or Receiver may complete the instrument(s) of transfer for all or any Charged Securities on behalf of the Chargor in favour of itself or such other person as it may select.
- 8.4.3 At any time when any Charged Securities are registered in the name of the Security Agent or its nominee, the Security Agent shall be under no duty to:
- (a) ensure that any dividends, distributions or other monies payable in respect of such Charged Securities are duly and promptly paid or received by it or its nominee;
 - (b) verify that the correct amounts are paid or received; or
 - (c) take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for, any such Charged Securities.

9 Power to Remedy

9.1 Power to Remedy

If at any time the Chargor does not comply with any of its obligations under this Mortgage and either:

9.1.1 a Declared Default has occurred; or

9.1.2 such non-compliance is not remedied within the earlier of 15 Business Days of the date (i) the Chargor becomes aware of such non-compliance and (ii) the Security Agent gives written notice to the Chargor of such non-compliance,

the Security Agent (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The Chargor irrevocably authorises the Security Agent and its employees and agents by way of security to do all such things (including entering the property of the Chargor) which are necessary or desirable to rectify that default.

9.2 Mortgagee in Possession

The exercise of the powers of the Security Agent under this clause 9 (*Power to Remedy*) shall not render it, or any other Secured Party, liable as a mortgagee in possession.

9.3 Monies Expended

The Chargor shall pay to the Security Agent on demand any monies which are expended by the Security Agent in exercising its powers under and in accordance with this clause 9 (*Power to Remedy*), together with interest at the Default Rate from the date on which those monies were expended by the Security Agent (both before and after judgment) and otherwise in accordance with clause 2.2 (*Default Interest*).

10 When Security Becomes Enforceable

10.1 When Enforceable

This Share Charge Security shall become immediately enforceable upon the occurrence of a Declared Default.

10.2 Enforcement

After this Share Charge Security has become enforceable in accordance with clause 10.1 (*When Enforceable*), the Security Agent may in its absolute discretion enforce all or any part of the Share Charge Security in such manner as it sees fit.

11 Enforcement of Security

11.1 General

Without prejudice to the generality of the foregoing and notwithstanding anything contained in this Mortgage:

- 11.1.1 the exercise by the Security Agent of the powers and rights conferred on it by virtue of the provisions of Chapter 3 of Part 10 of the Act shall not be subject to any restriction on such exercise contained in section 96(1)(c) of the Act;
- 11.1.2 the restrictions on taking possession of mortgaged property contained in section 97 of the Act shall not apply to this Mortgage; and
- 11.1.3 section 99(1) of the Act shall not apply to this Mortgage and any obligations imposed on mortgagees in possession or receivers by virtue of the application of section 99(1) shall not apply to the Security Agent or any Receiver.

11.2 Power of Sale

- 11.2.1 The restrictions on the power of sale contained in section 100 of the Act shall not apply to this Mortgage.
- 11.2.2 The notification requirement contained in section 103(2) of the Act shall not apply to this Mortgage.
- 11.2.3 Notwithstanding anything to the contrary contained in the Act, the Security Agent reserves the right to consolidate mortgage securities without restriction.
- 11.2.4 The Chargor shall not take any action under section 94 of the Act in respect of the Security Agent, this Mortgage or the Secured Obligations.

11.3 Power of Leasing

- 11.3.1 The power of leasing conferred upon a mortgagor in possession by section 112 of the Act and the power of accepting the surrender of leases conferred upon a mortgagor in possession by section 114 of the Act and any other powers of leasing, surrendering or accepting surrenders of leases vested in the Chargor shall not be exercisable without the prior consent in writing of the Security Agent nor shall the Chargor, without the prior consent in writing of the Security Agent, confer on any person any contractual licence to occupy or any other right or interest in any freehold or leasehold or other immovable property hereby charged or grant any licence or consent to assign, undertake or part with possession or occupation thereof.
- 11.3.2 In accordance with section 112(3)(c) of the Act, the Chargor hereby consents to the Security Agent, while in possession, or any Receiver, leasing all or any part of the Security Assets, including any part of the Security Assets consisting of land.

11.4 Liability of the Security Agent and a receiver

- 11.4.1 Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.
- 11.4.2 Neither the Security Agent nor any Receiver will be liable for any loss of any kind (including without limitation, any loss arising from changes in exchange rates or diminution in the value of any of the Security Assets) upon the realisation of the security hereby constituted or the exercise or purported

exercise of, or any delay or neglect to exercise, any power, authority, right or discretion under this Mortgage.

11.5 Protection of third parties

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

11.5.1 whether the Secured Obligations have become payable;

11.5.2 whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised; or

11.5.3 how any money paid to the Security Agent or to that Receiver is to be applied.

11.6 Redemption of prior mortgages

11.6.1 At any time after this Mortgage has become enforceable, the Security Agent may:

(a) redeem any prior Security against any Security Asset; and/or

(b) procure the transfer of that Security to itself or its nominee; and/or

(c) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.

11.6.2 The Chargor must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

11.7 Right of appropriation

To the extent that the Security Assets constitute "financial collateral" and this Mortgage constitutes a "security financial collateral arrangement" for the purpose of and as defined in the European Communities (Financial Collateral Arrangements) Regulations 2010 (S.I. No. 626 of 2010) as amended (the "**FCA Regulations**") the following shall apply:

11.7.1 the Security Agent shall have the right after the security hereby created has become enforceable in accordance with Clause 10 (*When Security Becomes Enforceable*) to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations; and

11.7.2 the parties agree that the value of the financial collateral so appropriated shall (a) in the case of assets other than cash, be the market value of that financial collateral determined reasonably by the Security Agent by reference to a public index or by such other process as the Security Agent may select, including independent valuation, and (b) in the case of cash, be the face value of the cash, together with any accrued but unposted interest, at the time the right of appropriation is exercised. The parties agree and acknowledge that the method of valuation provided for in this Mortgage constitutes a commercially reasonable method of valuation for the purposes of the FCA Regulations.

12 Appointment of Receiver

12.1 Appointment and removal

After this Mortgage has become enforceable in accordance with Clause 10 (*When Security Becomes Enforceable*) (or if requested by the Chargor) the Security Agent, without the need for the occurrence of any of the events specified in paragraphs (a) to (c) of section 108(1) of the Act, may from time to time by an instrument in writing (whether executed under hand or as a deed) appoint one or more Receivers of the Security Assets or any part or parts thereof and may from time to time by an instrument in writing (whether executed under hand or as a deed) remove any Receiver and appoint another in his or her stead.

12.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 12.1 (*Appointment and removal*) shall be entitled to exercise, either in his or her own name or in the name of the Chargor, all powers conferred by:

12.2.1 the Act in the same way as if the Receiver had been duly appointed under the Act;

12.2.2 section 437 of the Companies Act whether the Chargor is a 'company' as defined by the Companies Act or not; and

12.2.3 the remaining clauses of Clause 13 (*Powers of Receiver*) and any other provision of this Mortgage,

save insofar and for so long as the Security Agent shall in writing exclude any of the same whether at the time of his or her appointment or subsequently.

12.3 Statutory powers of appointment

The foregoing powers of appointment of a Receiver shall be in addition to and not to the prejudice of all statutory and other powers of the Security Agent under the Act or otherwise and such powers as varied or extended by this Mortgage shall be and remain exercisable by the Security Agent in respect of the Security Assets notwithstanding the appointment of a Receiver over them or any of them.

13 Powers of Receiver

13.1 General

A Receiver shall have and be entitled to exercise, either in his or her own name or in the name of the Chargor, all powers conferred by:

13.1.1 the Act in the same way as if the Receiver had been duly appointed under the Act;

13.1.2 section 437 of the Companies Act whether the Chargor is a 'company' as defined by the Companies Act or not; and

13.1.3 the remaining clauses of Clause 13 (*Powers of Receiver*) and any other provision of this Mortgage,

save insofar and for so long as the Security Agent shall in writing exclude any of the same whether at the time of his or her appointment or subsequently.

13.2 Possession

A Receiver may take possession of, collect and get in the Security Assets.

13.3 Carry on business

A Receiver may manage the Security Assets and may carry on, manage, develop and / or diversify, or concur in carrying on, managing, developing or diversifying, the business of the Chargor including, without prejudice to the generality of the foregoing, entering into any contract or arrangement and performing, repudiating, rescinding or varying any contract or arrangement to which the Chargor is party.

13.4 Perform and enforce

A Receiver may:

- 13.4.1 perform all of the Chargor's obligations under the Security Assets and for that purpose do all such things and execute all such documents as the Chargor might have done; and
- 13.4.2 exercise and enforce all the Chargor's rights and benefits under the Security Assets including, without limitation, its rights to receive, collect or otherwise require payment of, and give a good discharge for, any amount due or to become due under the Security Assets and its voting rights under the Security Assets.

13.5 Compromise

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

13.6 Proceedings

A Receiver may bring, take, defend, settle, compromise, submit to arbitration or discontinue any actions, suits or proceedings arising out of or in connection with the Security Assets and take over or institute (if necessary using the name of the Chargor) all such actions, suits or proceedings in connection therewith as the Receiver, in his or her absolute discretion, thinks fit.

13.7 Deal with and realise Security Assets

A Receiver may sell, transfer, assign, exchange, convert into money, hire out, lend, grant leases, tenancies and rights of user, grant renewals and accept surrenders of leases, tenancies, licences or rights of user and otherwise deal with, dispose of or realise the Security Assets (including any fixtures, which may be sold separately from the premises containing them), either by public offer or auction, tender or private contract and for rents, premiums or other compensation or consideration and so that (without limitation) he or she may do any of these things for a consideration consisting of cash, debentures, or other obligations, investments or other valuable consideration of any kind and any such consideration may be payable or delivered in a lump sum or by instalments spread over such period as he or she may think fit.

13.8 Make calls

A Receiver may make, or to require the directors of the Chargor to make, calls upon the holders of the Chargor's share capital in respect of any such capital of the Chargor which remains uncalled and to enforce payment of calls by taking proceedings in the name of the Chargor or his or her own name.

13.9 Hive down

A Receiver may without prejudice to the generality of Clause 13.7 (*Deal with and realise Security Assets*), to do any of the following acts and things:

- 13.9.1 promote or procure the formation of any new corporation;
- 13.9.2 subscribe for or acquire (for cash or otherwise) any investment in or of such new corporation;
- 13.9.3 sell, transfer, assign, hire out and lend, and grant leases, tenancies and rights of user of, the Security Assets to any such new corporation and accept as consideration or part of the consideration therefor any shares or other security in or of any corporation or allow the payment of the whole or any part of such consideration to remain deferred or outstanding; and / or

13.9.4 sell, transfer, assign, exchange and otherwise dispose of or realise any such shares or other security or deferred consideration or part thereof or any rights attaching thereto.

13.10 Lease

A Receiver may let or licence or agree to let or licence any Security Asset for such period and at such rent or licence fee (with or without a premium) and on such terms as he or she may think proper and accept or agree to accept a surrender of any letting or licence of any Security Asset on any terms he or she thinks fit.

13.11 Deal with tenants

A Receiver may reach agreements and make arrangements with, and to make allowances to, any lessees, tenants or other person from whom any rents and profits may be receivable (including those relating to the grant of any licences, the review of rent in accordance with the terms of, and the variation of, the provisions of any leases, tenancies, licences or rights of user affecting the Security Assets).

13.12 Protect and improve Security Assets

A Receiver may

13.12.1 make and effect decorations, repairs, structural and other developments, alterations, improvements and additions in or to the Security Assets (including, without limitation, the development or redevelopment of any premises thereon);

13.12.2 commence and / or complete any building operations on the Security Assets; and

13.12.3 purchase or otherwise acquire any materials, articles or things and do anything else in connection with the Security Assets as he or she may think desirable for the purpose of making them productive or more productive, increasing their letting or market value or protecting the security hereby constituted;

13.12.4 insure the Security Assets or any of them;

13.12.5 apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence; and

13.12.6 do all other acts which the Chargor might do for the protection and / or improvement of the Security Assets,

in each case as he or she may think fit.

13.13 Covenants and guarantees

A Receiver may enter into bonds, covenants, commitments, guarantees, indemnities and like matters and to make all payments needed to effect, maintain or satisfy the same.

13.14 Employees and advisers

A Receiver may appoint, hire and employ officers, employees, contractors, agents and advisors of all kinds and discharge any such persons and any such person appointed, hired or employed by the Chargor.

13.15 Redeem Security

A Receiver may redeem any Security (whether or not having priority to the security hereby created) over the Security Assets and to settle the accounts of encumbrancers. Any accounts so settled shall be, in the absence of manifest error, conclusive and binding on the Chargor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

13.16 Borrow money

A Receiver may borrow and raise money either unsecured or on the security of any Security Assets either in priority to the security constituted by this Mortgage or otherwise and generally on any terms and for whatever purpose which he or she thinks fit (and no person lending that money shall be concerned to enquire as to the propriety or purpose of the exercise of that power or to check the application of any money so raised or borrowed).

13.17 Give valid receipts

A Receiver may give a valid receipt for all monies and execute all assurances and things which may be proper or desirable for realising the Security Assets.

13.18 Powers of a beneficial owner

A Receiver may exercise in relation to the Security Assets all such powers, authorities and things as he or she would be capable of exercising if he or she were the absolute beneficial owner of them.

13.19 Incidental powers

A Receiver may do all such other acts or things as the Receiver:

13.19.1 may consider to be necessary or desirable for realising the Security Assets;

13.19.2 may consider incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this Mortgage or law; or

13.19.3 lawfully may or can do as agent for the Chargor.

13.20 Use Chargor's name

A Receiver may use the name of the Chargor for all or any of the above purposes.

13.21 Section 108(4) of the Act

Section 108(4) of the Act shall not apply to any power exercised by a Receiver.

13.22 Receiver over part of Security Assets only

If the Security Agent appoints a Receiver of part only of the Security Assets the powers conferred on a Receiver by clause 13 (*Powers of Receiver*) shall have effect as though every reference in that clause to the "**Security Assets**" were a reference to such of the Security Assets or any of them in respect of which such Receiver has been appointed.

13.23 Joint Receivers

If the Security Agent appoints more than one person as Receiver of any of the Security Assets, each such person may (unless the contrary shall be stated in the appointment) exercise all the powers and discretions by this Mortgage or by statute conferred on Receivers individually and to the exclusion of the other or others of them.

13.24 Receiver is agent of the Chargor

A Receiver is deemed for all purposes to be the agent of the Chargor and accordingly is deemed to be in the same position as a receiver duly appointed by a mortgagee under the Act. The Chargor alone shall be responsible for his or her remuneration, contracts, engagements, acts, omissions, defaults and losses and for

liabilities incurred by him and the Security Agent shall not incur any liability (either to the Chargor or to any other person) by reason of the Security Agent making his or her appointment as a Receiver or for any other reason.

13.25 Remuneration of a Receiver

The Security Agent may fix the remuneration of any Receiver appointed by it without being limited to the rate of commission prescribed under section 108(7) of the Act. The Chargor shall pay the remuneration of any Receiver and all his or her costs, charges and expenses. The Security Agent shall not be liable to pay any such remuneration costs, charges or expenses.

14 Application of Proceeds and Intercreditor Agreement

14.1 Application

All monies received by the Security Agent or any Receiver after the Share Charge Security has become enforceable, in accordance with clause 10.1 (*When Enforceable*) shall (subject to the rights and claims of any person having a security ranking in priority to the Share Charge Security) be applied in accordance with and subject to the Intercreditor Agreement.

14.2 Contingencies

If the Share Charge Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Security Agent or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Security Agent usually grants for accounts of that size and nature).

14.3 Appropriation, Intercreditor Agreement and Suspense Account

14.3.1 Subject to the Intercreditor Agreement and clause 14.1 (*Application*), the Security Agent shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.

14.3.2 Any such appropriation shall override any appropriation by the Chargor.

14.3.3 All monies received, recovered or realised by the Security Agent under or in connection with this Mortgage may at the discretion of the Security Agent be credited to a separate interest-bearing suspense account for so long as the Security Agent determines (with interest accruing thereon at such rate (if any) as the Security Agent usually grants for accounts of that size and nature) without the Security Agent having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations unless such monies would be sufficient to discharge all Secured Obligations in full.

The provisions of this clause 14 shall take effect as and by way of variation to the provisions of sections 106(3), 107 and 109 of the Act which provisions as so varied and extended shall be deemed incorporated herein and as regards section 109 as if they related to a receiver of the Security Assets and not merely a receiver of the income thereof.

15 Set-Off

15.1 Set-Off Rights

If an Event of Default or a Significant Event of Default has occurred and is continuing, the Security Agent and each other Secured Party may set off any matured obligation due from the Chargor under the Finance Documents against any matured obligation owed by the Security Agent or such other Secured Party to the

Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set off.

15.2 Time Deposits

Without prejudice to clause 15.1 (*Set-Off Rights*), if any time deposit matures on any account which the Chargor has with the Security Agent or any other Secured Party at a time within the Security Period when:

15.2.1 this Share Charge Security has become enforceable, in accordance with clause 10.1 (*When Enforceable*); and

15.2.2 no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Security Agent or such other Secured Party in its absolute discretion considers appropriate unless the Security Agent or such other Secured Party otherwise agrees in writing.

16 Delegation

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

17 Further Assurances

17.1 Further Action

17.1.1 Subject to the Agreed Security Principles, the Chargor shall promptly do all such acts or 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 in favour of the Security Agent or its nominee(s)):

- (a) to perfect the Security created or intended to be created under or evidenced by the Transaction Security Documents (which may include the 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 the Transaction Security) or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law;
- (b) to confer on the Security Agent or confer on the Finance 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 the Transaction Security Documents; and / or
- (c) at any time after a Declared Default, to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security.

17.1.2 Subject to the Agreed Security Principles, the 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 Finance Parties by or pursuant to the Finance Documents.

17.2 Finance Documents

Subject to the Agreed Security Principles, the 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 Mortgage.

17.3 Specific Security

Without prejudice to the generality of clause 17.1 (*Further Action*), but subject to the Agreed Security Principles, the Chargor will promptly upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under this Mortgage.

18 Power of attorney

The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any Delegate to be its attorney to take any action:

18.1.1 if a Declared Default has occurred, which the Chargor is obliged to take under this Mortgage but which it has not taken when obliged to do so, including under clause 17 (*Further Assurances*); or

18.1.2 at any other time, which the Chargor has failed to take within the earlier of 15 Business Days of the date (i) the Chargor becomes aware of such non-compliance and (ii) the Security Agent gives written notice to the Chargor of such non-compliance.

The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

19 Currency conversion

All monies received or held by the Security Agent or any Receiver under this Mortgage may be converted from their existing currency into such other currency as the Security Agent or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Agent's Spot Rate of Exchange. The Chargor shall indemnify the Security Agent against all costs, charges and expenses incurred in relation to such conversion. Neither the Security Agent nor any Receiver shall have any liability to the Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

20 Changes to the Parties

20.1 Chargor

The Chargor may not assign any of its rights or obligations under this Mortgage.

20.2 Security Agent

The Security Agent may assign or transfer all or any part of its rights under this Mortgage pursuant to the resignation or removal of the Security Agent in accordance with terms of the Intercreditor Agreement. The Chargor shall immediately upon being requested to do so by the Security Agent, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

21 Miscellaneous

21.1 New Accounts

21.1.1 If the Security Agent or any other Secured Party receives, or is deemed to be affected by notice, whether actual or constructive, of any subsequent Security (other than Permitted Security) affecting any Security Asset and / or the proceeds of sale of any Security Asset or any guarantee under the Finance Documents ceases to continue in force, it may open a new account or accounts for the Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.

21.1.2 As from that time all payments made to the Security Agent or such other Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

21.2 Tacking

21.2.1 Each Finance Party shall perform its obligations under the Senior Facilities Agreement (including any obligation to make available further advances).

21.2.2 This Mortgage secures advances already made and further advances to be made.

21.3 Protective Clauses

21.3.1 The Chargor is deemed to be a principal debtor in relation to this Mortgage. The obligations of the Chargor under, and the security intended to be created by, this Mortgage shall not be impaired by any forbearance, neglect, indulgence, extension or time, release, surrender or loss of securities, dealing, amendment or arrangement by any Secured Party which would otherwise have reduced, released or prejudiced this Share Charge Security or any surety liability of the Chargor (whether or not known to it or to any Secured Party).

21.3.2 Clause 22.1 (*Guarantee and indemnity*) of the Senior Facilities Agreement applies in relation to this Mortgage as if references to the obligations referred to in that clause were references to the obligations of the Chargor under this Mortgage.

22 Notices

22.1 Senior Facilities Agreement

22.1.1 Clause 36 (*Notices*) of the Senior Facilities Agreement is incorporated into this Mortgage as if fully set out in this Mortgage.

22.1.2 The address and email addresses of each Party for all communications or documents given under or in connection with this Mortgage are those identified with its name in the execution pages to this Mortgage or subsequently notified from time to time by the relevant Party for the purposes of the Senior Facilities Agreement or this Mortgage.

23 Calculations and Certificates

Any certificate of or determination by a Secured Party, the Security Agent or the Agent specifying the amount of any Secured Obligation due from the Chargor (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against the Chargor of the matters to which it relates.

24 Partial Invalidity

All the provisions of this Mortgage are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

25 Remedies and Waivers

No failure to exercise, nor any delay in exercising, on the part of the Security Agent (or any other Secured Party), any right or remedy under this Mortgage shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

26 Amendments and Waivers

Any provision of this Mortgage may be amended only if the Security Agent and the Chargor on their behalf so agree in writing and any breach of this Mortgage may be waived before or after it occurs only if the Security Agent so agrees in writing. A waiver given or consent granted by the Security Agent under this Mortgage will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

27 Counterparts

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

28 Release

28.1 Release

Upon the expiry of the Security Period (but not otherwise) the Security Agent shall, at the request and cost of the Chargor, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Share Charge Security.

28.2 Reinstatement

Where any discharge (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargor under this Mortgage shall continue as if the discharge or arrangement had not occurred. The Security Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

29 Governing law

This Mortgage and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the law of Ireland.

30 Enforcement and Jurisdiction

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

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

30.1.3 This clause 30 (*Enforcement and Jurisdiction*) is for the benefit of the Finance Parties and Secured Parties only. As a result, no Finance Party or Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties and Secured Parties may take concurrent proceedings in any number of jurisdictions.

31 **Process agent**

31.1 **Appointment of process agent**

The Chargor hereby irrevocably authorises and appoints the Issuer (the "**specified process agent**") as the Chargor's process agent to accept service of all legal process arising out of or connected with this Mortgage and service on the specified process agent (or any substitute process agent appointed in accordance with this clause) shall be deemed to be service on the Chargor.

31.2 **Replacement of process agent**

If for any reason the specified process agent (or any substitute process agent appointed in accordance with this clause) ceases to be able to act as process agent or no longer has an address in Ireland the Chargor irrevocably undertakes to appoint a substitute process agent resident in Ireland and advise the Security Agent thereof. Failing such appointment the Chargor hereby authorises the Security Agent to appoint a process agent on the Chargor's behalf.

31.3 **Other methods of service**

Nothing in this clause 31 shall affect the right to serve legal process in any other manner permitted by law.

IN WITNESS of which this Mortgage has been duly executed by the Chargor as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Mortgage by the Chargor.

SCHEDULE 1

The Charged Securities

100 ordinary shares of €1.00 each in the capital of the Issuer, being, at the date of this Mortgage, 100% of the entire issued share capital of the Issuer.

SCHEDULE 2

Part 1 Share Transfer Form

TO BE PRINTED BACK TO BACK

STOCK TRANSFER FORM		Certificate lodged with Registrar (For completion by Registrar /Stock Exchange)
Consideration money:		
Name of undertaking	[•]	
Description of security	[•]	
Number or amount of shares, stock or other security and in figures column only number and denomination of units if any.	Words	Figures
	[•]	[•]
Name(s) of registered holder(s) should be given in full: the address should be given where there is only one holder. If the transfer is not made by registered holder(s) insert also the name(s) and capacity (e.g. (executor(s))), of the person(s) making the transfer	In the name(s) of [•]	
We hereby transfer the above security out of the name(s) aforesaid to the person(s) named below: Signature(s) of transferor(s): Signed for and on behalf of [•] 1. _____ 2. _____ 3. _____ 4. _____ A body corporate should execute this transfer under its common seal or otherwise in accordance with applicable statutory requirements		Stamp of selling broker(s) or, for transactions which are not stock exchange transactions, of agent(s), if any, acting for the transferor(s). Date _____
Full name(s) full postal address(es) (including county or if applicable postal district number) of person(s) to whom the security is transferred.	[•]	

Please state title, if any, or whether Mr, Mrs or Ms.	
Please complete in type or in block capitals	
I/ We request that such entries be made in the register as are necessary to give effect to this transfer	
Stamp of buying broker(s) (if any)	Stamp or name and address of person lodging this form (if other than the buying broker(s))
Reference to the Registrar in this form means the registrar or registration agent of the undertaking, not the Registrar of Companies.	

Please indicate, by ticking the appropriate box in the right hand column, which description applies to this transfer:		
1. FORM OF CERTIFICATE REQUIRED TO AVAIL OF STAMP DUTY <u>EXEMPTION</u>		
I/We hereby certify that:		
(a) (in the case of a transfer on sale) the transaction effected by this instrument does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value, of the consideration which is attributable to stocks or marketable securities exceeds €1,000.	<input type="checkbox"/>	
(b) (in the case of a transfer operating as a voluntary disposition inter vivos) the transaction effected by this instrument does not form part of a larger transaction or of a series of transactions in respect of which the value, or the aggregate value, of the stocks or marketable securities concerned exceeds €1,000.	<input type="checkbox"/>	
2. FORM OF CERTIFICATE APPROPRIATE WHERE TRANSFER IS <u>NOT CHARGEABLE</u> WITH STAMP DUTY		
I/We hereby certify that the transaction affected by this instrument falls within the description (if any) indicated below:		
(a) a transfer vesting the property in trustees on the appointment of a new trustee of a pre-existing trust, or on the retirement of a trustee.	<input type="checkbox"/>	
* (b) a transfer, where no beneficial interest in the property passes (i) to a mere nominee of the transferor, (ii) from a mere nominee of the transferee to the transferee or (iii) from one nominee to another nominee of the same beneficial owner.	<input type="checkbox"/>	
* (c) a transfer by way of security for a loan; or a re-transfer to the original transferor on repayment of a loan.	<input type="checkbox"/>	
(d) a transfer to a residuary legatee of shares, etc., which forms part of the residue divisible under a will.	<input type="checkbox"/>	
(e) a transfer to a beneficiary under a will of a specific legacy of shares, etc.	<input type="checkbox"/>	
(f) a transfer of shares, etc., being the property of a person dying intestate, to the persons or person entitled thereto.	<input type="checkbox"/>	
(g) a transfer to a beneficiary under a settlement on distribution of the trust funds, of shares, etc., forming the share, or part of the share, of those funds to which the beneficiary is entitled in accordance with the terms of the settlement.	<input type="checkbox"/>	
(h) a transfer by the liquidator of a company of shares, etc., forming part of the assets of the company, to which the transferee is entitled in satisfaction or part satisfaction of his or her rights as a shareholder of the company.	<input type="checkbox"/>	
* (i) (otherwise than above) a transfer on any occasion, not being a transfer on sale or a transfer chargeable as if it were a transfer on sale.	<input type="checkbox"/>	
Signature †		
* Here set out concisely the facts explaining the transaction in a case falling within 2 (b) (c) or (i).		
<div style="text-align: center;"> Date..... </div>		
† Transferors	† Transferees:	
Signature:	Signature:	
Description:	Description:	

† Note:- The certificate at 1 (a) or (b) above must be signed by the transferee(s). The certificate at 2 above should be signed by the transferor(s) or the transferee(s), provided that the signator(y/ies) should have full knowledge of the relevant facts.

Part 2

Shareholders Letter of Authority

To: [●] (as Security Agent)

Date: [●]

Re: [●] (the "Issuer")

Dear Sirs

We hereby irrevocably and unconditionally authorise you to date and otherwise complete the Share Transfer Form deposited by ourselves with you in respect of our shareholding in the Issuer pursuant to a Mortgage over Shares dated [●] 20[●] (the “**Mortgage over Shares**”) between ourselves and you, as and when you become entitled to date and complete the same pursuant to the terms of the Mortgage over Shares.

Yours faithfully

SCHEDULE 3

Irrevocable Proxy

We hereby irrevocably appoint [●] (the "**Security Agent**") as our proxy to vote at meetings of the shareholders of [●] (the "**Issuer**") in respect of any existing or further shares in the Issuer which may have been or may from time to time be issued to us and / or registered in our name. This proxy becomes effective upon the occurrence of A Declared Default (as defined in the Mortgage over Shares dated [●] 20[●] between the Security Agent and [●]) and is thereafter irrevocable by reason of being coupled with the interest of the Security Agent (for and on behalf of the Secured Parties) of the aforesaid shares.

[●]

Date:

SCHEDULE 4

Irrevocable Appointment

We upon the occurrence of an Enforcement Event (as defined in the Mortgage over Shares dated [●] 20[●] between [●] and [●]) irrevocably appoint [●] following the occurrence of a Declared Default as our duly authorised representative to sign resolutions in writing of [●] (the “**Issuer**”) in respect of any existing or further shares in the Issuer which may have been or may from time to time be issued to us and / or registered in our name.

[●]

Date:

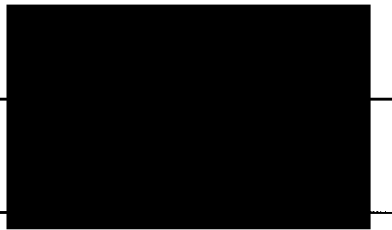
SIGNATURES

THE CHARGOR

Executed as a deed, but not delivered until the)
first date specified on page 1, by **ABILITY**)
MATTERS GROUP LIMITED)
acting by:

Director

Director



THE SECURITY AGENT

Signed by _____ for)
and on behalf of **GLAS TRUST CORPORATION**)
LIMITED as **SECURITY AGENT:**)
)
)
)

Name:

Title:

Address: 55 Ludgate Hill, Level 1 West, London, EC4M 7JW

Attention: Transaction Management Group / Astra Midco Ltd

Email: tmg@glas.agency

SIGNATURES

THE CHARGOR

Executed as a deed, but not delivered until the)
first date specified on page 1, by **ABILITY**)
MATTERS GROUP LIMITED)
acting by:

Director _____

Director _____

THE SECURITY AGENT

Signed by  for)
and on behalf of **GLAS TRUST CORPORATION**)
LIMITED as **SECURITY AGENT:**)
)
)
)

Name: **Gilda Cara**

Title: **Senior Transaction Manager**

Address: 55 Ludgate Hill, Level 1 West, London, EC4M 7JW

Attention: Transaction Management Group / Astra Midco Ltd

Email: tmg@glas.agency