



Registration of a Charge

Company name: **AITON & CO LIMITED**

Company number: **03573344**

Received for Electronic Filing: **04/02/2020**



X8Y4VF0I

Details of Charge

Date of creation: **23/01/2020**

Charge code: **0357 3344 0006**

Persons entitled: **CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

BRACEWELL (UK) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3573344

Charge code: 0357 3344 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd January 2020 and created by AITON & CO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th February 2020 .

Given at Companies House, Cardiff on 5th February 2020

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

BRACEWELL

DIP DEBENTURE

dated 23 January 2020

between

CERTAIN COMPANIES AS CHARGORS

and

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK

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This deed (this “**Debenture**”) is made as a deed and is dated 23 January 2020 and made between:

- (1) The companies listed in Schedule 1 (*Chargors*) to this Debenture (each a “**Chargor**” and together the “**Chargors**”); and
- (2) **CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK** as collateral agent for the Secured Parties (as defined in the DIP Credit Agreement (as defined below)) (in such capacity, the “**DIP Collateral Agent**”).

BACKGROUND

- (A) In 2018, each Chargor acceded as guarantors to the Junior Debt Documents and granted Security to the Junior Collateral Agent pursuant to the Junior Security Documents. In 2019, each Chargor acceded as guarantors under the Senior Debt Documents and granted Security to the Senior Collateral Agent pursuant to the Senior Security Documents. The ranking of the Senior Security Documents and the Junior Security Documents are governed by the Senior Intercreditor Agreement.
- (B) The Parent and certain of its Subsidiaries have filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the “**Chapter 11 Proceedings**”).
- (C) The Borrowers have requested that the Lenders provide the Borrowers with a debtor-in-possession, super-priority senior secured credit facility which is made available to the Borrowers pursuant to the DIP Credit Agreement.
- (D) This Debenture is entered into pursuant to the DIP Orders in each case to effect the priming lien granted by DIP Orders in respect of each Chargor’s assets.
- (E) The DIP Collateral Agent (as agent and trustee for the Secured Parties) holds the benefit of this Debenture on trust for the Secured Parties on the terms of the Loan Documents (as defined below).
- (F) This Debenture is afforded the priority set forth in the DIP Orders and as set forth in Section 2.24 (*Priority and Liens*) of the DIP Credit Agreement.
- (G) This Debenture is a Loan Document, a Priming Lien and a Collateral Document (in each case, for the purposes of and as defined in the DIP Credit Agreement) and a Security Document (for the purposes of and as defined in the DIP Collateral Agency Agreement).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless otherwise defined herein, terms defined in the DIP Credit Agreement and used herein have the meanings given to them in the DIP Credit Agreement and, unless otherwise defined herein or in the DIP Credit Agreement, terms defined in the DIP Collateral Agency Agreement and used herein have the meanings given to them in the DIP Collateral Agency Agreement. In addition, the following definitions apply in this Debenture:

“**Account**” means any account of a Chargor with any bank, financial institution or other person located in England or Wales that is not an Excluded Account, including any replacement account or sub-division of that account.

“**Account Proceeds**” means all moneys, in any currency, from time to time deposited in or standing to the credit of each Chargor’s Accounts (including all moneys in any currency representing the renewal or replacement of or for any such deposits), all interest from time to time accrued or accruing on all such moneys, all or any moneys payable or repayable pursuant to such deposits and in each case the debts represented thereby.

“**Administrator**” means an administrator appointed pursuant to Clause 12.9 (*Appointment of an Administrator*) to manage the affairs, business and property of each Chargor.

“**Authorisation**” means any authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

“**Bankruptcy Court**” has the meaning given to that term in the DIP Credit Agreement.

“**Book Debts**” means all present and future book and other debts, and monetary claims due or owing to each Chargor that are governed by the laws of England and Wales, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by each Chargor in relation to any of them.

“**Company**” means each of the entities listed in column 2 (*Name and company number of subsidiary*) of Schedule 2 (*Securities*).

“**Delegate**” means any person appointed by the DIP Collateral Agent or any Receiver pursuant to and in accordance with Clause 16 (*Delegation*) and any person appointed as attorney of the DIP Collateral Agent, Receiver or Delegate in accordance with this Debenture.

“**DIP Collateral Agency Agreement**” means the collateral agency agreement dated on or about the date of this Debenture (as the same may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time) between, amongst others, the Chargors and the DIP Collateral Agent.

“**DIP Credit Agreement**” means the super-priority senior secured debtor-in-possession credit agreement dated on or about the date of this Debenture (as amended, restated, supplemented or otherwise modified from time to time) between, amongst others, the Borrowers, the Parent, the Guarantors and the DIP Collateral Agent in its capacity as the Administrative Agents (as defined in the DIP Credit Agreement) for the provision of certain facilities secured by this Debenture.

“**DIP Orders**” means the Interim DIP Order and the Final DIP Order, as applicable.

“DIP Pledge and Security Agreement” means the pledge and security agreement dated on or about the date of this Debenture (as the same may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time) between, amongst others, the Parent, the Borrowers, the Guarantors and the DIP Collateral Agent.

“Equipment” means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by each Chargor and located in England and Wales, including any part of it and all spare parts, replacements, modifications and additions owned by a Chargor and located in England and Wales.

“Excluded Accounts” has the meaning given to that term in the DIP Pledge and Security Agreement.

“Excluded Assets” has the meaning given to that term in the DIP Pledge and Security Agreement.

“Expense” means all reasonable charges, costs (including legal fees), damages and expenses sustained or incurred by any Receiver or Delegate at any time in connection with the Secured Assets or the Secured Obligations or in taking, holding or perfecting this Debenture or in defending, enforcing, preserving or protecting the Security constituted by this Debenture or in exercising any powers, remedies or rights provided by or pursuant to this Debenture (including any power or right to make payments on behalf of the Chargors under the terms of this Debenture) or by law.

“Final DIP Order” has the meaning given to that term in the DIP Credit Agreement.

“Financial Collateral” has the meaning given to that expression in the Financial Collateral Regulations.

“Financial Collateral Regulations” means the Financial Collateral Arrangements (No 2) Regulations 2003 (*SI 2003/3226*).

“Floating Charge Assets” means all the assets and undertaking from time to time subject to the floating charge created under Clause 3.4 (*Floating charge*).

“Insurance Policies” means, in respect of a Chargor, all policies of insurance present and future governed by English law in which it has an interest (other than policies in respect of third party liability or public liability insurance and any directors' and officers' insurance) together with all monies payable in respect of those policies.

“Intellectual Property” means:

- (a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, topography rights, domain names, moral rights, inventions, confidential information, knowhow and any other associated or similar intellectual property rights and interests in the United Kingdom (which may now or in the future subsist), and in each case, whether registered or unregistered; and
- (b) the benefit of all applications, rights to apply for and rights to use such assets (including, without limitation, any licences and sub-licences of the same) (which may now or in the future subsist).

“Intercompany Loans” means any loan or other indebtedness governed by English law from time to time owing from the Parent, or any direct or indirect Subsidiary of the Parent, to a Chargor.

“Interim DIP Order” has the meaning given to that term in the DIP Credit Agreement.

“Investments” means any shares, stocks, debenture security, securities, bonds and investments of any type whatever that are governed by English law, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in Section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the relevant Chargor or by a trustee or clearance system or nominee.

“Junior Collateral Agency and Intercreditor Agreement” means the collateral agency and intercreditor agreement dated 10 May 2018 (as the same may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time) between, amongst others, each Chargor and the Junior Collateral Agent.

“Junior Collateral Agent” means Crédit Agricole Corporate and Investment Bank as collateral agent for the secured parties under the Junior Collateral Agency and Intercreditor Agreement.

“Junior Debt Document” has the meaning given to “Second Priority Ranking Debt Documents” in the Senior Intercreditor Agreement.

“Junior Debentures” means each of the following:

- (a) the debenture dated 10 December 2018 granted by each Chargor in favour of the Junior Collateral Agent (as the same may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time);
- (b) the debenture dated 20 December 2019 granted by CB&I (US) Holdings, Limited in favour of the Junior Collateral Agent (as the same may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time);
- (c) any other security agreement entered into after the date of this Debenture between the Junior Collateral Agent and each Chargor on substantially the same terms as the debentures referred to in (a) or (b) above for the purposes of securing the debt under the Junior Debt Documents (as the same may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time) and/or reconfirming the Security constituted by the debentures referred to in this paragraph (c).

“Junior Pledge and Security Agreement” means the pledge and security agreement dated 10 May 2018 (as the same may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time including pursuant to an amendment and restatement agreement dated 21 October 2019) between, amongst others, each Chargor and the Junior Collateral Agent.

“Junior Secured Parties” has the meaning given to “Second Priority Secured Parties” in the Senior Intercreditor Agreement.

“Junior Security Documents” means each of (a) the Junior Debentures and (b) the Junior Pledge and Security Agreement.

“Legal Reservations” means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation, moratorium, and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Act 1980 and the Foreign Limitation Periods Act 1984, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim;
- (c) the fact that a purported assignment by way of security over a contract or asset or right in respect thereof may not be effective as an assignment by way of security where such contract, asset or right has already been assigned;
- (d) similar principles, rights and defences under the laws of any Relevant Jurisdiction; and
- (e) any other matters which are set out as qualifications or reservations as to matters of law of general application in any legal opinions delivered to the DIP Collateral Agent and/or the Secured Parties in connection with the Loan Documents.

“Loan Documents” has the meaning given to that term in the DIP Credit Agreement.

“LPA 1925” means the Law of Property Act 1925.

“Material Account” means any Account of a Chargor that is a “Material Account” as defined in the DIP Pledge and Security Agreement.

“Material Contract” has the meaning given to it in the DIP Pledge and Security Agreement.

“Party” means a party to this Debenture.

“Pledge and Security Termination Date” has the meaning given to that term in the DIP Pledge and Security Agreement.

“Priming Lien” has the meaning given to that term in the DIP Credit Agreement.

“Quarter Date” means each 31 March, 30 June, 30 September and 31 December.

“Receiver” means a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets (in whole or part or parts) appointed by the DIP Collateral Agent under and in accordance with Clause 14 (*Receiver*).

“Related Rights” means, in relation to any property or asset that is a Secured Asset:

- (a) the proceeds of sale and/or other realisation of that property or asset (or any part thereof or interest therein);
- (b) all Security, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title held by each Chargor in respect of such property or asset; and

- (c) each Chargor's rights under any lease, licence or agreement for lease, sale or use in respect of such property or asset,

except where the same constitutes an Excluded Asset.

"Related Securities Rights" means all allotments, rights, benefits and advantages (including all voting rights) whatsoever at any time accruing, offered or arising in respect of or incidental to any Securities and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of any Securities.

"Relevant Jurisdiction" means, in relation to each Chargor:

- (a) the jurisdiction under whose laws it is incorporated as at the date of this Debenture;
- (b) any jurisdiction where any asset subject to or intended to be subject to the Security to be created by it is situated;
- (c) any jurisdiction where it conducts its business; and
- (d) the jurisdiction whose laws govern the perfection of this Debenture.

"Secured Assets" means all the assets, property and undertaking for the time being subject to the Security created by, or pursuant to, this Debenture.

"Secured Obligations" means the "Obligations" as such term is defined in the DIP Credit Agreement, together with all Expenses.

"Securities" means all of each Chargor's present and future right, title, benefit and interest in all stocks, shares, warrants and other securities of any kind whatsoever in each relevant Company (whether in bearer or registered form) and all Related Securities Rights whether the same are held directly by or to the order of that Chargor or by any trustee, fiduciary, clearance system, custody system or custodian on its behalf or whether the same have been delivered to or to the order of the DIP Collateral Agent or its nominee including all Related Rights and all rights against any such trustee, fiduciary, clearance system or other person holding such to the order of that Chargor.

"Security" has the meaning given to the term "Lien" in the DIP Credit Agreement.

"Security Financial Collateral Arrangement" has the meaning given to that expression in the Financial Collateral Regulations.

"Senior Collateral Agent" means Crédit Agricole Corporate and Investment Bank as collateral agent for the secured parties under the Senior Collateral Agency Agreement.

"Senior Collateral Agency Agreement" means the collateral agency agreement dated 21 October 2019 (as the same may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time) between, amongst others, each Chargor and the Senior Collateral Agent.

"Senior Debentures" means

- (a) the debenture dated 1 November 2019 granted by each Chargor to the Senior Collateral Agent (as the same may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time);

- (b) the debenture dated 20 December 2019 granted by CB&I (US) Holdings, Limited in favour of the Senior Collateral Agent (as the same may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time);
- (c) any other security agreement entered into after the date of this Debenture between the Senior Collateral Agent and each Chargor on substantially the same terms as the debentures referred to in (a) or (b) above for the purposes of securing the debt under the Senior Debt Documents (as the same may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time) and/or reconfirming the Security constituted by the debentures referred to in this paragraph (c).

“Senior Debt Document” has the meaning given to “First Priority Debt Document” in the Senior Intercreditor Agreement.

“Senior Secured Parties” has the meaning given to “First Priority Secured Parties” in the Senior Intercreditor Agreement.

“Senior Intercreditor Agreement” means a senior intercreditor agreement dated 21 October 2019 amongst, the Senior Collateral Agent as collateral agent for the Senior Secured Parties (as defined therein) and the Junior Collateral Agent as collateral agent for the Junior Secured Parties (as defined therein).

“Senior Pledge and Security Agreement” means the pledge and security agreement dated 21 October 2019 (as the same may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time) between, amongst others, each Chargor and the Senior Collateral Agent.

“Senior Security Documents” means each of (a) the Senior Debentures and (b) the Senior Pledge and Security Agreement.

“Subordinated Documents” means each of:

- (a) the Senior Debt Documents; and
- (b) the Junior Debt Documents.

“Subordinated Security Documents” means each of:

- (a) the Junior Security Documents; and
- (b) the Senior Security Documents.

“Subsidiary” means a subsidiary undertaking within the meaning of Section 1162 of the Companies Act 2006.

1.2 Interpretation

- (a) Unless a contrary indication appears, a reference in this Debenture to:
 - (i) **“asset”** or **“assets”** includes present and future assets and rights of every description;
 - (ii) **“disposal”** means any sale, lease, transfer or other disposal and **“dispose”** will be construed accordingly;

- (iii) a “**Loan Document**”, “**Senior Debt Document**”, “**Junior Debt Document**” or any other agreement or instrument is a reference to that Loan Document, Senior Debt Document, Junior Debt Document or any other agreement or instrument, as amended, novated, supplemented, extended or restated (however fundamentally and whether or not more onerously) and includes any change in the purpose of any extension of or increase in any facility or addition of any new facility under that Loan Document, that Senior Debt Document, that Junior Debt Document or other agreement or instrument;
- (iv) “**guarantee**” means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
- (v) “**indebtedness**” includes any obligation (whether incurred as principal or as a surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (vi) a “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
- (vii) 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;
- (viii) the “**DIP Collateral Agent**”, any “**Chargor**”, any “**Secured Party**”, any “**Party**”, any “**Loan Party**” or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under this Debenture and, in the case of the DIP Collateral Agent, shall include any person for the time being appointed as a collateral agent in accordance with the DIP Collateral Agency Agreement;
- (ix) a provision of law is a reference to that provision as amended or re-enacted;
- (x) a time of day is a reference to London time; and
- (xi) the singular includes the plural (and vice versa).
- (b) The words “**other**” or “**otherwise**” and “**whatsoever**” when used in this Debenture shall not be construed ejusdem generis or construed in a narrower way by reference to any preceding words.
- (c) Any words following the terms “**including**”, “**include**”, “**in particular**”, “**for example**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (d) Section, Clause and Schedule headings are for ease of reference only.

- (e) A Default (other than an Event of Default or an Actionable Default) is “**continuing**” if it has not been remedied or waived and an Event of Default or an Actionable Default is “**continuing**” if it has not been remedied or waived.

1.3 **Implied covenants for title**

The obligations of each Chargor under this Debenture shall be in addition to the covenant for title deemed to be included in this Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.4 **Law of Property (Miscellaneous Provisions) Act 1989**

To the extent necessary for any agreement for the disposition of the Secured Assets in this Debenture to be a valid agreement under Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Loan Documents and of any side letters between the parties to this Debenture are incorporated into this Debenture.

1.5 **Administration**

- (a) Any reference in this Debenture, to the making of an administration order shall be treated as including a reference to the appointment of an administrator under paragraph 14 (by the holder of a qualifying floating charge in respect of a Chargor's assets) or 22 (by a Chargor or the directors of a Chargor) of Schedule B1 to the Insolvency Act 1986 or any steps taken toward such order or appointment.
- (b) Any reference in this Debenture to making an application for an administration order by petition shall be treated as including a reference to making an administration application to the court under Schedule B1 to the Insolvency Act 1986, appointing an administrator under paragraph 14 or 22 of that Schedule, or giving notice under paragraph 15 or 26 of that Schedule of intention to appoint an administrator or any steps taken towards such application or notice.

1.6 **Third party rights**

A person who is not a Party (other than a permitted successor or assign, any Administrator, any Receiver or any Delegate) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Debenture. Notwithstanding any other provision of any Loan Document, the consent of any person who is not a Party is not required to rescind or vary this Debenture at any time.

1.7 **Perpetuity period**

If the rule against perpetuities applies to any trust created by this Debenture, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.8 **Conflict**

In the event of a conflict between the terms of:

- (a) this Debenture and the DIP Credit Agreement, the terms of the DIP Credit Agreement shall prevail;
- (b) this Debenture and the DIP Collateral Agency Agreement, the terms of the DIP Collateral Agency Agreement shall prevail; or

- (c) any of this Debenture, the DIP Credit Agreement, the DIP Collateral Agency Agreement, the Senior Debt Documents, the Junior Debt Documents and the DIP Orders, the terms of the DIP Orders shall prevail,

to the extent permitted by law.

1.9 Pledge and Security Agreement

- (a) It is acknowledged that the Chargors have entered into the DIP Pledge and Security Agreement under which each Chargor has granted Security over the Secured Assets. The Parties intend that to the extent that the Security created or purported to be created under the DIP Pledge and Security Agreement attaches to the Secured Assets, such Security ranks *pari passu* with the Security created or purported to be created over such Secured Assets pursuant to this Debenture.
- (b) The Security from time to time constituted by this Debenture is created in addition and without prejudice to the Security created or purported to be created pursuant to the DIP Pledge and Security Agreement.

1.10 Effect as a deed

This document is intended to take effect as a deed notwithstanding that the DIP Collateral Agent may have executed it under hand only.

1.11 Schedules

The Schedules form part of this Debenture and shall have effect as if set out in full in the body of this Debenture. Any reference to this Debenture includes the Schedules.

1.12 Prior Security

- (a) It is acknowledged that each Chargor has previously entered into the Subordinated Security Documents pursuant to which each Chargor granted or purported to grant security over the Secured Assets.
- (b) The parties to the Loan Documents and the parties to the Subordinated Documents are subject to the DIP Orders whereby the security interest created or purported to be created under this Debenture shall rank in right and priority to the security interest created or purported to be created under each of the Subordinated Documents by virtue of this Debenture being a Priming Lien and the Subordinated Documents being Primed Liens.
- (c) Each Chargor's obligations under this Debenture are subject to the provisions of the Subordinated Security Documents and subject to the terms of the DIP Collateral Agency Agreement and the DIP Credit Agreement, as applicable and all references to "first legal assignment" or "first fixed charge" or "first floating charge" in this Debenture shall be qualified by reference to this Clause 1.12 (*Prior Security*).

1.13 Exercise of rights

Provided nothing contrary is stated in any DIP Order, the exercise of any right, power, discretion or remedy vested in the DIP Collateral Agent, any Administrator, any Delegate or any Receiver pursuant to this Debenture or in relation to any Secured Asset shall be without any further order from the Bankruptcy Court.

2. COVENANT TO PAY

Each Chargor shall jointly and severally, on demand, pay to the DIP Collateral Agent and discharge the Secured Obligations when they become due.

3. GRANT OF SECURITY

3.1 Fixed charges

Subject to Clause 3.9 (*Excluded Assets*) and Clause 3.10 (*Security over Book Debts, Accounts and Assignments*), as a continuing security for the payment, performance and discharge of the Secured Obligations, each Chargor with full title guarantee charges to the DIP Collateral Agent (as agent and trustee for the Secured Parties) by way of first fixed charge:

- (a) to the extent capable of being charged under this Debenture, all Authorisations (statutory or otherwise) held or required in connection with its business or the use of any Secured Asset, and all rights in connection with them;
- (b) all its present and future goodwill;
- (c) all its uncalled capital;
- (d) all its rights, title and interests in the Equipment;
- (e) all its rights, title and interests in the Investments;
- (f) all its rights, title and interests in the Intellectual Property;
- (g) all its rights, title and interests in the Book Debts;
- (h) all its rights, title and interests in the Securities;
- (i) (to the extent not effectively assigned under Clause 3.2 (*Assignment*)) all its rights, title and interests in the Insurance Policies and all related proceeds, claims of any kind, returns of premium and other benefits;
- (j) (to the extent not effectively assigned under Clause 3.2 (*Assignment*)) all its rights, title and interests in the Intercompany Loans and all rights, claims, proceeds, premium and other benefits in connection with these;
- (k) (to the extent not effectively assigned under Clause 3.2 (*Assignment*)) the English law governed Hedging Contracts to which it is a party and all rights, claims, proceeds, premium and other benefits in connection with these;
- (l) the Accounts; and
- (m) the Account Proceeds,

and in each case, with all Related Rights in respect thereof.

3.2 Assignment

- (a) Subject to Clause 3.9 (*Excluded Assets*), as a continuing security for the payment, performance and discharge of the Secured Obligations, each Chargor with full title guarantee assigns to the DIP Collateral Agent (as agent and trustee for the Secured

Parties) absolutely, by way of a first legal assignment, subject to a proviso for reassignment on the occurrence of the Pledge and Security Termination Date:

- (i) all its rights, title and interest in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy;
- (ii) all its present and future rights and interest in any Intercompany Loan to which it is a party;
- (iii) all its present and future rights and interests in any Hedging Contract governed by English law to which it is a party; and

and in each case, with all Related Rights in respect thereof.

- (b) Each Chargor shall remain liable to perform all its obligations under each Insurance Policy, each Intercompany Loan and each Hedging Contract to which it is a party.
- (c) Unless the DIP Collateral Agent otherwise requires by notice to the relevant Chargor when an Event of Default is continuing or an Actionable Default is continuing, a Chargor may continue to receive all payments and exercise all of its rights under an Insurance Policy, Intercompany Loan and Hedging Contract (as applicable) to which it is a party provided that such payments and exercise of rights are permitted by the Loan Documents.

3.3 **Preservation of fixed charge**

Without prejudice to Clause 3.1 (*Fixed Charges*) if the proceeds of any amounts standing to the credit of an Account are withdrawn by a Chargor and, as a result, those proceeds are in any way released from the fixed charge created pursuant to Clause 3.1 (*Fixed Charges*) and stand subject to the floating charge created pursuant to Clause 3.4 (*Floating Charge*), the release will in no way derogate from the continuance and subsistence of the fixed charge on all other amounts standing to the credit of the Accounts.

3.4 **Floating charge**

Subject to Clause 3.9 (*Excluded Assets*), as a continuing security for the payment, performance and discharge of the Secured Obligations, each Chargor with full title guarantee charges to the DIP Collateral Agent (as agent and trustee for the Secured Parties), by way of first floating charge, all the undertaking, property, assets and rights of that Chargor whatsoever, present and future, including all property, assets and rights not otherwise validly and effectively charged or assigned (whether at law or in equity) pursuant to Clause 3.1 (*Fixed charges*) or Clause 3.2 (*Assignment*).

3.5 **Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 3.4 (*Floating Charge*).

3.6 **Automatic crystallisation of floating charge**

Notwithstanding Clause 3.7 (*Crystallisation of floating charge by notice*) and without prejudice to any law which may have a similar effect, if:

- (a) a Chargor:

- (i) creates or attempts to create without the prior written consent of the DIP Collateral Agent, any Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of the Loan Documents); or
- (ii) disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised) (except as expressly permitted by the terms of the Loan Documents);
- (b) any person levies or attempts to levy any distress, attachment, execution or other process against all or any part of the Secured Assets; or
- (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or re-organisation of a Chargor,

the floating charge created by this Debenture in respect of the relevant Chargor(s) will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in paragraph (c) above, over all of the Floating Charge Assets of the relevant Chargor(s).

3.7 **Crystallisation of floating charge by notice**

The DIP Collateral Agent may, in its sole discretion by written notice to a Chargor, convert a floating charge created under this Debenture into a fixed charge as regards any part of the Secured Assets of that Chargor specified by the DIP Collateral Agent in that notice if:

- (a) an Event of Default or an Actionable Default occurs and is continuing; or
- (b) the DIP Collateral Agent considers that the Floating Charge Asset is in danger of being seized or sold under any form of distress, attachment, execution or other legal process or execution is being enforced against that Floating Charge Asset.

3.8 **Assets acquired after any floating charge has crystallised**

Any asset acquired by a Chargor after any crystallisation of the floating charge created under this Debenture that, but for that crystallisation, would be subject to a floating charge under this Debenture, shall (unless the DIP Collateral Agent confirms otherwise to that Chargor in writing) be charged to the DIP Collateral Agent by way of first fixed charge.

3.9 **Excluded Assets**

Notwithstanding any other provisions of this Debenture, the Security from time to time constituted by Clause 3.1 (*Fixed charges*), Clause 3.2 (*Assignment*) and Clause 3.4 (*Floating charge*) of this Debenture shall exclude and not extend to any Excluded Asset and any Chargor's interest in any Excluded Asset and no representations, warranties, undertakings or covenants in this Debenture shall apply to any Excluded Asset.

3.10 **Security over Book Debts, Accounts and Assignments**

- (a) The provisions of this Clause 3.10 are without prejudice to the rights of the DIP Collateral Agent or any Secured Party under any Loan Document.
- (b) Notwithstanding any other provisions of this Debenture:

- (i) to the extent that any fixed charge purported to be granted pursuant to Clause 3.1 (*Fixed charges*) is ineffective as a fixed charge, such security interest shall take effect as a floating charge and no Chargor shall be required to take any action to effectively create a fixed charge over the relevant asset unless the DIP Collateral Agent otherwise requires when an Event of Default is continuing or an Actionable Default is continuing; and
- (ii) no Chargor shall be required to notify any counterparty or debtor of an assignment pursuant to Clause 3.2 (*Assignment*) or charge pursuant to Clauses 3.1 (*Fixed charges*) or 3.7 (*Crystallisation of floating charge by notice*) (except as expressly required hereunder) unless the DIP Collateral Agent otherwise requires when an Event of Default is continuing or an Actionable Default is continuing.

4. FURTHER ASSURANCE

4.1 Further assurance

Subject to Clause 3.10 (*Security over Book Debts, Accounts and Assignments*), each Chargor shall, at its own expense, promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the DIP Collateral Agent may reasonably specify (in such form as the DIP Collateral Agent may reasonably require, in favour of the DIP Collateral Agent or its nominee(s)) that may be necessary or desirable:

- (a) for creating, registering, perfecting, maintaining or protecting the Security created by this Debenture or intended to be created under or evidenced by this Debenture or for the exercise of any rights, powers and remedies of the DIP Collateral Agent or the Secured Parties provided by or pursuant to this Debenture or by law;
- (b) for creating a fixed charge over any of the Secured Assets; or
- (c) to facilitate the realisation of all or any of the Secured Assets after this Debenture has become enforceable, or the exercise of any right, power or discretion vested in the DIP Collateral Agent or any Delegate in relation to any Secured Assets or this Debenture.

4.2 Avoidance of payment and reinstatement

- (a) No amount paid, repaid or credited to a Secured Party shall be deemed to have been irrevocably paid if the DIP Collateral Agent reasonably considers that the payment or credit of such amount is capable of being avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws.
- (b) If any discharge, release or arrangement (whether in respect of the obligations of any Loan Party or any Security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor will continue or be reinstated as if the discharge, release or arrangement had not occurred.

4.3 Waiver of defences

The obligations of the Chargors under this Debenture will not be affected by an act, omission, matter or thing which, but for this Clause 4.3 would reduce, release or prejudice any of its

obligations under this Debenture (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, the Parent, any Chargor, any other Loan Party or other person;
- (b) the release of any Chargor, any other Loan Party or any other person under the terms of any composition or arrangement with any creditor of the Parent, any other Loan Party or any other person;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Chargor, any Loan Party or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Loan Party or any other person;
- (e) any amendment, novation, supplement, extension restatement (however fundamental and whether or not more onerous) or replacement of a Loan Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Loan Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or Security; or
- (g) any insolvency or similar proceedings.

4.4 Chargor Intent

Without prejudice to the generality of Clause 4.3 (*Waiver of defences*), each Chargor expressly confirms that it intends that this Security shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Loan Documents and/or any facility or amount made available under any of the Loan Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

4.5 Immediate recourse

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

4.6 Appropriations

- (a) Until the occurrence of the Pledge and Security Termination Date, each Secured Party (or any trustee or agent on its behalf) may:

- (i) refrain from applying or enforcing any other moneys, Security or rights held or received by that Secured Party (or any trustee or agent on its behalf) from a Chargor in respect of the Secured Obligations or, subject to Clause 17.1 (*Order of application of proceeds*), apply and enforce the same in such manner and order as it sees fit (whether against Secured Obligations or otherwise) and a Chargor shall not be entitled to the benefit of the same; and
 - (ii) hold in an interest-bearing suspense account any moneys received from a Chargor or on account of the Secured Obligations.
- (b) For the avoidance of doubt, this Clause 4.6 shall be subject to the terms of the DIP Credit Agreement and no Secured Party (or trustee or agent on its behalf) may exercise its rights under this Clause 4.6 where to do so would be in breach of the DIP Credit Agreement or the DIP Collateral Agency Agreement.

5. REPRESENTATIONS AND WARRANTIES

Each Chargor makes the representations and warranties set out in this Clause 5 (*Representations and warranties*) to the DIP Collateral Agent (as agent and trustee for the Secured Parties) on the date of this Debenture.

5.1 Representations in the DIP Credit Agreement

In the case of each Chargor, the statements set forth in Article IV of the DIP Credit Agreement and any similar statements in any other Loan Document is true on the date of this Debenture as it relates to such Chargor or to the Loan Documents to which such Chargor is a party, provided that any reference therein to any Borrower's knowledge shall, for the purposes of this Clause 5.1 be deemed to be a reference to such Chargor's knowledge.

5.2 Ownership of Secured Assets

Such Chargor is the legal and beneficial owner of the Secured Assets of that Chargor, free from any Security other than:

- (a) the Security created by this Debenture, the DIP Pledge and Security Agreement and/or the Subordinated Security Documents; and
- (b) as expressly permitted by the DIP Credit Agreement, the DIP Pledge and Security Agreement and each other Loan Document.

5.3 No adverse claims

Such Chargor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them, other than the interest of the DIP Collateral Agent under the DIP Pledge and Security Agreement or the Senior Collateral Agent or the Junior Collateral Agent under the relevant Subordinated Security Documents, which claim or interest would, or would be reasonably likely to, have a Material Adverse Effect.

5.4 Effective Security

Subject to the Legal Reservations, this Debenture constitutes its legal, valid, binding and enforceable obligations, and is effective Security over all and every part of the Secured Assets.

5.5 **Ranking**

Subject to the Legal Reservations and the terms of the DIP Credit Agreement, the Security created under this Debenture has or will have the ranking in priority which it is expressed to have in this Debenture and in accordance with the terms of the DIP Credit Agreement and the DIP Collateral Agency Agreement. It is not subject to any prior ranking or *pari passu* ranking Security other than the Security created or purported to be created pursuant to the DIP Pledge and Security Agreement, the Subordinated Security Documents and any other Security permitted under the Loan Documents.

5.6 **Securities**

- (a) The Securities are fully paid up and there are no monies or liabilities outstanding in respect of any of such Securities.
- (b) The Securities have been duly authorised and validly issued.
- (c) No constitutional document of an issuer of an Investment (other than those of The Shaw Group UK 1997 Pension Scheme Limited, The Shaw Group UK 2001 Pension Plan Limited and The Shaw Group UK Pension Plan Limited), nor any other agreement:
 - (i) restricts or inhibits any transfer of the Securities on creation or enforcement of the Security constituted by this Debenture; or
 - (ii) contains any rights of pre-emption in relation to the Securities that would adversely affect the enforcement of the Security constituted by this Debenture.
- (d) No warning notice has been issued under paragraph 1(2) of Schedule 18 of the Companies Act 2006, and no restrictions notice has been issued under paragraph 1(3) of Schedule 1 B to the Companies Act 2006, in respect of the Securities.
- (e) Other than any Securities, it does not own any stocks, shares, warrants or other securities of any kind whatsoever in any company incorporated under the laws of England and Wales.
- (f) Each copy of the register of members of a Company delivered to the DIP Collateral Agent in connection with this Debenture or the DIP Credit Agreement is correct, complete and up-to-date as at the date of this Debenture.

5.7 **Intellectual Property**

Schedule 3 (*Intellectual Property*) identifies all registered Intellectual Property situated in England and Wales which is beneficially owned by it as at the date of this Debenture. At the date of this Debenture, there are no proceedings, actions or circumstances relating to any of the Intellectual Property which materially and adversely affect the value of the Intellectual Property or its ability to use the Intellectual Property for the purposes for which it is currently used.

6. **GENERAL COVENANTS**

Each Chargor covenants with the DIP Collateral Agent, until the occurrence of the Pledge and Security Termination Date in accordance with the terms set out in this Clause 6 (*General Covenants*).

6.1 **Negative pledge and disposal restrictions**

No Chargor shall at any time:

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Secured Assets other than any Security created by this Debenture or the DIP Pledge and Security Agreement or the Subordinated Security Documents or any other Security permitted under the Loan Documents;
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Secured Assets other than the interest of the Junior Collateral Agent or Senior Collateral Agent under the assignment by way of security created or purported to be created pursuant to the Subordinated Security Documents;
- (c) create or grant (or purport to create or grant) any interest in any Secured Assets in favour of a third party (other than the Junior Collateral Agent and the Senior Collateral Agent under the Subordinated Security Documents); or
- (d) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Secured Asset,

in each case, unless permitted by the DIP Credit Agreement, the DIP Pledge and Security Agreement or the Interim DIP Order (and when applicable, the Final DIP Order).

6.2 **No adverse actions or variations**

No Chargor shall cause or permit to be done anything which may adversely affect the Security created by this Debenture, without the prior written consent of the DIP Collateral Agent, except as permitted by the Loan Documents.

6.3 **Insurance**

Without prejudice to any other provision in a Loan Document that applies to this Debenture by virtue of this Debenture being a Loan Document, the terms of Section 5.3 (*Maintenance of Insurance*) of the DIP Pledge and Security Agreement shall apply to the Chargors, *mutatis mutandis*, in respect of each Insurance Policy and any reference therein to the Effective Date shall, for the purposes of this Clause 6.3, be deemed to be a reference to the date of this Debenture.

6.4 **Notices to be given by the Chargors**

(a) **Loan Documents**

The provisions of this Clause 6.4 are without prejudice to the rights of the DIP Collateral Agent or any Secured Party under any Loan Document.

(b) **Intercompany Loans**

- (i) Subject to paragraph (iv) below, each Chargor which is party to an Intercompany Loan governed by English law shall give notice in the form specified in Part 1 (*Form of notice of assignment*) of Schedule 4 (or such other form as is agreed by the relevant Chargor and the DIP Collateral Agent, each acting reasonably) to the other parties to that Intercompany Loan that it has

assigned to the DIP Collateral Agent all its right, title and interest in that Intercompany Loan.

- (ii) The relevant Chargor shall give the notices referred to in paragraph (b)(i) above:

- (A) in the case of each Intercompany Loan governed by English law subsisting at the date of this Debenture (if any), on the date of this Debenture; and

- (B) in the case of each Intercompany Loan governed by English law coming into existence after the date of this Debenture, on the date of that Intercompany Loan,

and, in each case, shall provide such evidence of dispatch and/or delivery of the notices as the DIP Collateral Agent may reasonably request.

- (iii) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in Part 2 (*Form of acknowledgement*) of Schedule 4 within five Business Days of that notice being given.

- (iv) No Chargor shall be required to give notice under paragraph (b)(i) above unless the principal amount in aggregate of the Intercompany Loans to which it is a party exceeds US\$1,000,000.

(c) **Hedging Contracts**

- (i) Each Chargor which is party to a Hedging Contract governed by English law shall give notice in the form specified in Part 1 (*Form of notice of assignment*) of Schedule 4 (or such other form as is agreed by the relevant Chargor and the DIP Collateral Agent, acting reasonably) to the other parties to such Hedging Contract that it has assigned to the DIP Collateral Agent all its right, title and interest in that Hedging Contract.

- (ii) The relevant Chargor shall give the notices referred to in paragraph (c)(i) above:

- (A) in the case of each Hedging Contract governed by English law subsisting at the date of this Debenture (if any), on the date of this Debenture; and

- (B) in the case of each Hedging Contract governed by English law coming into existence after the date of this Debenture, on the first Quarter Date falling after the date of that Hedging Contract,

and, in each case, shall provide such evidence of dispatch and/or delivery of the notices as the DIP Collateral Agent may reasonably request.

- (iii) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in Part 2 (*Form of acknowledgement*) of Schedule 4 within five Business Days of that notice being given.

(d) **Insurance policies**

- (i) Subject to paragraph (iv) below, each Chargor which is a named insured party under an Insurance Policy shall give notice in the form specified in Part 1 (*Form of notice of assignment*) of Schedule 5 (or such other form as is agreed by the relevant Chargor and the DIP Collateral Agent, acting reasonably) to each insurer under such Insurance Policy that it has assigned to the DIP Collateral Agent all its right, title and interest in that Insurance Policy.
- (ii) The relevant Chargor shall give the notices referred to in paragraph (d)(i) above:
 - (A) in the case of each Insurance Policy subsisting at the date of this Debenture (if any), on the date of this Debenture; and
 - (B) in the case of each Insurance Policy coming into existence after the date of this Debenture, on that Insurance Policy being put on risk,and, in each case, shall provide such evidence of dispatch and/or delivery of the notices as the DIP Collateral Agent may reasonably request.
- (iii) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in Part 2 (*Form of acknowledgement*) of Schedule 5 within five Business Days of that notice being given.
- (iv) No Chargor shall be required to give notice under paragraph (d)(i) above unless the cover under the Insurance Policies in respect of which it is a named insured party exceeds US\$5,000,000 in aggregate.

(e) **Material Accounts**

- (i) Each Chargor holding a Material Account shall give notice in the form specified in Part 1 (*Form of notice of charge*) of Schedule 6 (or such other form as is agreed by the relevant Chargor and the DIP Collateral Agent, acting reasonably) to the financial institution at which such Material Account is held that the relevant Chargor has created a fixed charge over the balance standing to the credit of that Material Account.
- (ii) The relevant Chargor will give the notices referred to in paragraph (e)(i) above:
 - (A) in the case of a Material Account held by that Chargor at the date of this Debenture, on the date of this Debenture; and
 - (B) in the case of a Material Account opened, or an Account becoming a Material Account, after the date of this Debenture, promptly following that Material Account being opened or becoming a Material Account (as applicable),and, in each case, shall provide such evidence of dispatch and/or delivery of the notices as the DIP Collateral Agent may reasonably request.
- (iii) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice substantially in the form

specified in Part 2 (*Form of acknowledgment*) of Schedule 6 within ten Business Days of that notice being given.

7. SECURITIES COVENANTS

7.1 No alteration of rights and liabilities

No Chargor shall, without the prior written consent of the DIP Collateral Agent, amend, or agree to the amendment of, the memorandum or articles of association of any Company or the rights or liabilities attaching to or conferred on all or any part of the Securities which would adversely affect the rights of the DIP Collateral Agent to enforce the Security constituted by this Debenture.

7.2 Deposit

- (a) Each Chargor and the DIP Collateral Agent acknowledge that on the date of this Debenture, the Senior Collateral Agent holds all stock or share certificates or other documents of title to or representing the Securities owned by that Chargor and the relevant corresponding executed blank stock transfer forms which have been delivered to the Senior Collateral Agent pursuant to the Senior Security Documents (each “**a Debenture Deliverable**”) and such Debenture Deliverables are held by the Senior Collateral Agent in accordance with the DIP Orders; and
- (b) promptly, and in any event within three (3) Business Days, after the purchase or acquisition by any Chargor of Securities after the date of this Debenture, such Chargor shall deposit with the DIP Collateral Agent all stock or share certificates or other documents of title to, or representing such Securities, and such stock or share certificates or other documents of title shall be held by the DIP Collateral Agent in accordance with paragraph (c) below,

in each case, together, with such executed blank transfers or assignments as the DIP Collateral Agent may require so that the DIP Collateral Agent may at any time after this Debenture has become enforceable without notice present them for registration.

- (c) To the extent received in accordance with clause 7.2(b) or the DIP Orders, the DIP Collateral Agent shall deliver the Debenture Deliverables and any other documents which have been delivered to the DIP Collateral Agent pursuant to paragraph (a) above:
 - (i) to the Senior Collateral Agent, upon the occurrence of the Pledge and Security Termination Date and prior to the Discharge of First Priority Claims (as defined in the Senior Intercreditor Agreement);
 - (ii) to the Junior Collateral Agent, upon the occurrence of the Pledge and Security Termination Date and Discharge of First Priority Claims (as defined in the Senior Intercreditor Agreement) and prior to the Pledge and Security Termination Date (as defined in the Junior Pledge and Security Agreement); and
 - (iii) to the relevant Chargor or to its written instruction, upon the occurrence of the Pledge and Security Termination Date, Discharge of First Priority Claims (as defined in the Senior Intercreditor Agreement) and the Pledge and Security Termination Date (as defined in the Junior Pledge and Security Agreement).

7.3 Calls

Each Chargor shall duly and promptly pay all calls, instalments or other payments which may be due and payable in respect of the Securities. No Secured Party shall incur any liability in respect of any amounts due by that Chargor in respect of its Securities.

7.4 Following an Event of Default or an Actionable Default

- (a) If an Event of Default or an Actionable Default is continuing, each Chargor shall on request by the DIP Collateral Agent:
 - (i) to the extent not already delivered pursuant to Clause 7.2 (*Deposit*), deliver to the DIP Collateral Agent such stock transfer forms or other transfer documents as the DIP Collateral Agent may require to enable the DIP Collateral Agent or its nominee or nominees to be registered as the owner of, and to obtain legal title to, the Securities, the Investments and/or Related Rights referred to in such request;
 - (ii) provide to the DIP Collateral Agent certified copies of all resolutions and authorisations of the relevant Chargor approving the execution of such transfer forms and registration of such transfers as the DIP Collateral Agent may reasonably require;
 - (iii) procure that each such transfer is promptly registered by the relevant company or other entity;
 - (iv) procure immediately on their issue, all share certificates or other documents of title in the appropriate form, in respect of the relevant Securities, Investments and/or Related Rights are delivered to the DIP Collateral Agent, in each case showing the registered holder as the DIP Collateral Agent or its nominee or nominees (as applicable); and
 - (v) exercise all voting rights in respect of Securities, Investments and Related Rights only in accordance with the instructions of the DIP Collateral Agent.
- (b) At any time while an Event of Default or an Actionable Default is continuing, the DIP Collateral Agent may complete any transfer documents held by it in respect of the Securities, the Investments and/or Related Rights in favour of itself or such other person or nominee as it shall select.
- (c) At any time after the Security created by or under this Debenture has become enforceable, the DIP Collateral Agent and its nominee or nominees may sell all or any of the Securities, Investments or Related Rights of the Chargors (or any of them) in any manner permitted by law and on such terms as the DIP Collateral Agent shall in its absolute discretion determine.
- (d) If any Chargor receives any dividends, distributions or other monies in respect of Securities, Investments and Related Rights at a time when the DIP Collateral Agent has made a request under paragraph (a)(i) above or taken any steps to enforce any Security created by or under this Debenture the relevant Chargor shall immediately pay such sums received directly to the DIP Collateral Agent for application in accordance with Clause 17.1 (*Order of application of proceeds*) and shall hold all such sums on trust for the DIP Collateral Agent pending payment of them to such account as the DIP Collateral Agent shall direct.

7.5 Additional Securities Covenants

Without prejudice to any other provision in a Loan Document that applies to this Debenture by virtue of this Debenture being a Loan Document, the terms of Sections 5.8 (*Investment Property*) and 6.3 (*Pledged Securities*) of the DIP Pledge and Security Agreement shall apply to the Chargors, *mutatis mutandis*, in respect of the Securities.

8. BOOK DEBTS COVENANTS

8.1 Book Debts Covenants

- (a) The provisions of this Agreement are without prejudice to and shall not be construed so as to limit any of the rights of the DIP Collateral Agent or any Secured Party under any Loan Document.
- (b) Without prejudice to any other provision in a Loan Document that applies to this Debenture by virtue of this Debenture being a Loan Document, the terms of Sections 5.9 (*Receivables*), 6.1 (*Certain Matters Relating to Receivables*) and 6.2 (*Communications with Obligors; Grantors Remain Liable*) of the DIP Pledge and Security Agreement shall apply to the Chargors, *mutatis mutandis*, in respect of the Book Debts.
- (c) If called on to do so by the DIP Collateral Agent, when an Event of Default or an Actionable Default is continuing, each Chargor shall execute a legal assignment of the Book Debts to the DIP Collateral Agent on such terms as the DIP Collateral Agent may require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred.
- (d) If, at any time, any Chargor proposes to grant a legal assignment of any Book Debt to a person other than the DIP Collateral Agent, that Chargor shall notify the DIP Collateral Agent of its intention to do so no later than five Business Days prior to granting such legal assignment.

9. INTELLECTUAL PROPERTY COVENANTS

Without prejudice to any other provision in a Loan Document that applies to this Debenture by virtue of this Debenture being a Loan Document, the terms of Section 5.10 (*Intellectual Property*) of the DIP Pledge and Security Agreement shall apply to the Chargors, *mutatis mutandis*, in respect of any Intellectual Property.

10. ACCOUNT PROCEEDS COVENANTS

10.1 Account Proceeds: prior to enforcement

Subject to Clause 10.2 (*Account Proceeds: after enforcement*), the Chargors shall, subject to any restrictions in the Loan Documents preventing or regulating the withdrawal of the same, be entitled to withdraw any Account Proceeds.

10.2 Account Proceeds: after enforcement

Upon the occurrence of an Event of Default or other Actionable Default and during continuation thereof, without limiting other remedies available to the DIP Collateral Agent, the DIP Collateral Agent may prevent withdrawals or other dispositions of any Account Proceeds.

10.3 **Control by DIP Collateral Agent**

Upon the occurrence of an Event of Default or other Actionable Default and during continuation thereof, the DIP Collateral Agent shall have exclusive domain and control over the Account Proceeds and, subject to Clause 17 (*Application of proceeds*), the DIP Collateral Agent shall be entitled to apply all or any Account Proceeds in or towards reduction of amounts outstanding under the Loan Documents in accordance with Clause 17 (*Application of proceeds*).

11. **WHEN SECURITY BECOMES ENFORCEABLE**

Upon the occurrence of an Event of Default or other Actionable Default and during continuation thereof, the Security created pursuant to this Debenture shall be immediately enforceable and the DIP Collateral Agent may in its absolute discretion and without further notice to any Chargor or the prior authorisation of any court:

- (a) enforce all or any part of the Security created by this Debenture and take possession of or dispose of all or any of the Secured Assets in each case at such times and upon such terms as it sees fit; and
- (b) whether or not the DIP Collateral Agent has appointed a Receiver, exercise all of the powers, authorities and discretions:
 - (i) conferred from time to time on mortgagees by the LPA 1925 (as varied or extended by this Debenture) or by law; and/or
 - (ii) granted to a Receiver by this Debenture or by law.

12. **POWERS OF THE DIP COLLATERAL AGENT**

12.1 **Power to remedy**

- (a) Upon the occurrence of an Event of Default or other Actionable Default and during continuation thereof, the DIP Collateral Agent shall be entitled (but shall not be obliged) to remedy, at any time, a breach by a Chargor of any of its obligations contained in this Debenture.
- (b) Each Chargor irrevocably authorises the DIP Collateral Agent and its agents to do all things that are necessary or desirable for that purpose.
- (c) Any monies expended by the DIP Collateral Agent in remedying a breach by a Chargor of its obligations contained in this Debenture shall be reimbursed by that Chargor to the DIP Collateral Agent and shall carry interest in accordance with Section 7.1(c) (*Collateral Agent's Appointment as Attorney-in-Fact, etc.*) of the DIP Pledge and Security Agreement.

12.2 **Exercise of rights**

- (a) The rights of the DIP Collateral Agent under Clause 12.1(a) (*Power to remedy*) are without prejudice to any other rights of the DIP Collateral Agent under this Debenture. The exercise of any rights of the DIP Collateral Agent under this Debenture shall not make the DIP Collateral Agent liable to account as a mortgagee in possession.
- (b) The DIP Collateral Agent shall not, in connection with the Secured Assets, have any duty or incur any liability for:

- (i) any loss on realisation;
 - (ii) any failure to present any interest coupon or other document in respect of the Secured Assets;
 - (iii) ascertaining or taking action in respect of any calls, instalments, conversions, exchanges, maturities, tenders or other matters relating to any Secured Assets or the nature or sufficiency of any payment whether or not the DIP Collateral Agent has or is deemed to have knowledge of such matters; or
 - (iv) taking any necessary steps to preserve rights against prior parties or any other rights relating to any of the Secured Assets;
 - (v) any negligence or default by its nominees; or
 - (vi) any other loss of any nature whatsoever arising as a result of the exercise or non-exercise of any rights or powers attaching or accruing to the Secured Assets which may be exercised by the DIP Collateral Agent (or its nominee).
- (c) The Parties acknowledge and agree that Security created under this Debenture and/or other Collateral Documents may be created in respect of the same secured assets, and notwithstanding anything to the contrary in any Loan Document, the DIP Collateral Agent shall be entitled to enforce any of its rights under this Debenture and/or any other Collateral Documents, in any jurisdiction permitted by that Loan Document, in its absolute discretion.

12.3 **Protection of interests**

The powers conferred on the DIP Collateral Agent by this Debenture are solely to protect its interests in the Secured Assets and shall not impose any duty on the DIP Collateral Agent to exercise any of those powers.

12.4 **DIP Collateral Agent has Receiver's powers**

To the extent permitted by law, any right, power or discretion conferred by law or by this Debenture on a Receiver may, when the Security constituted by this Debenture is enforceable, be exercised by the DIP Collateral Agent in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

12.5 **New accounts**

- (a) If the DIP Collateral Agent receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets (other than any Security created under the DIP Pledge and Security Agreement or the Subordinated Security Documents or any Security permitted under any other Loan Document), the DIP Collateral Agent may open a new account for the relevant Chargor in the DIP Collateral Agent's books. Without prejudice to the DIP Collateral Agent's right to combine accounts, no money paid to the credit of the relevant Chargor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Obligations.
- (b) If the DIP Collateral Agent does not open a new account immediately on receipt of the notice, or deemed notice, under Clause 12.5(a) (*New accounts*) then, unless the DIP

Collateral Agent gives express written notice to the contrary to the relevant Chargor, all payments made by the relevant Chargor to the DIP Collateral Agent shall be treated as having been credited to a new account of the relevant Chargor and not as having been applied in reduction of the Secured Obligations, as from the time of receipt of the relevant notice by the DIP Collateral Agent.

12.6 **Indulgence**

The DIP Collateral Agent may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a Party (whether or not any such person is jointly liable with a Chargor) in respect of any of the Secured Obligations, or of any other security for them without prejudice either to this Debenture or to the liability of a Chargor for the Secured Obligations.

12.7 **Powers Supplemental to Trustee Acts**

The rights, powers, authorities and discretions given to the DIP Collateral Agent under or in connection with the Loan Documents shall be supplemental to the Trustee Act 1925 and the Trustee Act 2000 and in addition to any which may be vested in the DIP Collateral Agent by law or regulation or otherwise.

12.8 **Trustee Acts**

Where there are any inconsistencies between the Trustee Act 1925 or the Trustee Act 2000 and the provisions of this Debenture, the provisions of this Debenture shall, to the extent permitted by law and regulation, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Debenture shall constitute a restriction or exclusion for the purposes of that Act.

12.9 **Appointment of an Administrator**

- (a) The DIP Collateral Agent may, without notice to any Chargor, appoint any one or more persons to be an Administrator of any Chargor pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this Debenture becomes enforceable.
- (b) Any appointment under this Clause 12.9 (*Appointment of an Administrator*) shall:
 - (i) be in writing signed by a duly authorised signatory of the DIP Collateral Agent; and
 - (ii) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.
- (c) The DIP Collateral Agent may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this Clause 12.9 (*Appointment of an Administrator*) appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

13. ENFORCEMENT OF SECURITY

13.1 Enforcement

- (a) The power of sale and other powers conferred by Section 101 of the LPA 1925 (as varied or extended by this Debenture) shall, as between the DIP Collateral Agent and a purchaser from the DIP Collateral Agent, arise on and be exercisable at any time after the execution of this Debenture, but DIP Collateral Agent shall not exercise such power of sale or other powers unless the Security constituted by this Debenture is enforceable under Clause 11 (*When Security becomes enforceable*).
- (b) Section 103 of the LPA 1925 does not apply to the Security constituted by this Debenture.

13.2 Access on enforcement

- (a) At any time when the Security constituted by this Debenture is enforceable under Clause 11 (*When security becomes enforceable*), each Chargor shall allow the DIP Collateral Agent or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the DIP Collateral Agent or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to any Chargor for, or by any reason of, that entry (other than any liability resulting from the DIP Collateral Agent's or a Receiver's gross negligence or wilful misconduct).
- (b) At all times, each Chargor must use its best endeavours to allow the DIP Collateral Agent or its Receiver access to any premises for the purpose of Clause 13.2(a) (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

13.3 Prior Security

At any time while the Security constituted by this Debenture is enforceable, or after any enforcement powers conferred by any Security having priority to this Debenture shall have become exercisable, the DIP Collateral Agent may:

- (a) redeem that or any other prior Security;
- (b) procure the transfer of that Security to it; and
- (c) settle and pass any account of the holder of any prior Security.

Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the relevant Chargor. All monies paid by the DIP Collateral Agent to an encumbrancer in settlement of any of those accounts shall, as from its payment by the DIP Collateral Agent, be due from the relevant Chargor to the DIP Collateral Agent on current account and shall bear interest at the default rate of interest specified in the DIP Credit Agreement and be secured as part of the Secured Obligations.

13.4 Protection of third parties

- (a) No purchaser, mortgagee or other person dealing with the DIP Collateral Agent, any Receiver or Delegate shall be concerned to enquire:

- (i) whether any of the Secured Obligations have become due or payable, or remain unpaid or undischarged;
 - (ii) whether any power the DIP Collateral Agent, a Receiver or Delegate is purporting to exercise, pursuant to any Loan Document, has become exercisable or is properly exercisable;
 - (iii) whether any consents, directions, regulations or restrictions relating to such rights have been obtained or complied with;
 - (iv) otherwise as to the propriety or regularity of acts intended, or purporting, to be in exercise of any such rights; or
 - (v) as to the application of any money paid to the DIP Collateral Agent, any Receiver or any Delegate.
- (b) All the protection to purchasers contained in sections 104 and 107 of the LPA 1925, section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the DIP Collateral Agent, any other Secured Party, any Receiver or any Delegate.

13.5 Privileges

Each Receiver and the DIP Collateral Agent is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

13.6 No liability as mortgagee in possession

Neither the DIP Collateral Agent, any Receiver, any Delegate nor any Administrator shall be liable to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such (other than if directly caused by its gross negligence or wilful misconduct).

13.7 Conclusive discharge to purchasers

The receipt of the DIP Collateral Agent or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the DIP Collateral Agent, every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

13.8 Right of appropriation

- (a) To the extent that:
 - (i) the Secured Assets constitute Financial Collateral; and
 - (ii) this Debenture and the obligations of a Chargor under it constitute a Security Financial Collateral Arrangement,

the DIP Collateral Agent shall have the right at any time after the Security constituted by this Debenture has become enforceable, to appropriate all or any of those Secured

Assets in or towards the payment or discharge of the Secured Obligations in any order that the DIP Collateral Agent may, in its absolute discretion, determine.

- (b) The value of any Secured Assets appropriated in accordance with this Clause shall be the price of those Secured Assets at the time the right of appropriation is exercised as listed on any recognised market index, or determined by any other method that the DIP Collateral Agent may select (including independent valuation).
- (c) Each Chargor agrees that the methods of valuation provided for in this Clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

14. RECEIVER

14.1 Appointment

At any time when the Security constituted by this Debenture is enforceable, or at the request of any Chargor, the DIP Collateral Agent may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.

14.2 Removal

The DIP Collateral Agent may, without further notice (subject to Section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit (when the Security constituted by this Debenture is enforceable), appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

14.3 Remuneration

Subject to section 36 of the Insolvency Act 1986, the DIP Collateral Agent may fix the remuneration of any Receiver appointed by it without the restrictions contained in Section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this Debenture, which shall be due and payable immediately on its being paid by the DIP Collateral Agent.

14.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this Debenture shall be in addition to all statutory and other powers of the DIP Collateral Agent under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in Sections 103 and 109 of the LPA 1925 or otherwise.

14.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this Debenture or by statute) shall be, and remain, exercisable by the DIP Collateral Agent, when the Security constituted by this Debenture is enforceable, despite any prior appointment in respect of all or any part of the Secured Assets.

14.6 Agent of the Chargors

Any Receiver appointed by the DIP Collateral Agent under this Debenture shall be the agent of each Chargor and the Chargors shall be (on a joint and several basis) solely responsible for the contracts, engagements, acts, omissions, defaults, losses, and remuneration of that Receiver and

liable on any contracts or engagements made or entered into by him and, without limiting the generality of the foregoing, in no circumstances whatsoever shall the DIP Collateral Agent be in any way responsible for any misconduct, negligence or default of the Receiver. The agency of each Receiver shall continue in respect of a Chargor until that Chargor goes into liquidation and after that the Receiver shall act as principal in respect of that Chargor and shall not become the agent of the DIP Collateral Agent.

15. POWERS OF RECEIVER

15.1 General

- (a) Any Receiver appointed by the DIP Collateral Agent under this Debenture shall, in addition to the powers conferred on him by statute, have the powers set out in this Debenture and have all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver).
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Debenture individually and to the exclusion of any other Receiver.
- (c) Any exercise by a Receiver of any of the powers given by Clause 15 (*Powers of Receiver*) may be on behalf of a Chargor, the directors of a Chargor (in the case of the power contained in Clause 15.14 (*Make calls on Chargor members*)) or himself.

15.2 Employ personnel and advisors

A Receiver may provide services and employ, or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he thinks fit. A Receiver may discharge any such person or any such person appointed by a Chargor.

15.3 Make Tax elections

A Receiver may make, exercise or revoke any value added tax option to any Tax as he thinks fit.

15.4 Remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) that the DIP Collateral Agent may prescribe or agree with him.

15.5 Realise Secured Assets

A Receiver may collect and get in the Secured Assets or any part of them in respect of which he is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.

15.6 Manage or reconstruct the Chargors' business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of a Chargor.

15.7 Disposal of Secured Assets

A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which he is appointed in any manner (including by public auction or private sale) and generally on any terms and conditions as he thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be realised.

15.8 Subsidiaries

A Receiver may form a Subsidiary of the relevant Chargor and transfer to that Subsidiary any Secured Asset.

15.9 Sell Book Debts

A Receiver may sell and assign all or any of the Book Debts (other than any Book Debts that constitute an Excluded Asset) in respect of which he is appointed in any manner, and generally on any terms and conditions, that he thinks fit.

15.10 Valid receipts

A Receiver may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

15.11 Make settlements

A Receiver may make any arrangement, settlement or compromise between a Chargor and any other person that he may think expedient.

15.12 Bring proceedings

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as he thinks fit.

15.13 Improve the Equipment

A Receiver may make substitutions of, or improvements to, the Equipment (other than any Equipment that constitutes an Excluded Asset) as he may think expedient.

15.14 Make calls on Chargor members

A Receiver may make calls conditionally or unconditionally on the members of a Chargor in respect of uncalled capital with (for that purpose and for the purpose of enforcing payments of any calls so made) the same powers as are conferred by the articles of association of a Chargor on its directors in respect of calls authorised to be made by them.

15.15 Insure

A Receiver may, if he thinks fit, but without prejudice to the indemnity in Clause 21.8 (*Indemnity*) below, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by a Chargor under the DIP Credit Agreement.

15.16 Powers under the LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

15.17 Borrow

A Receiver may, for any of the purposes authorised by this Clause 15 (*Powers of Receiver*), raise money by borrowing from the DIP Collateral Agent (or from any other person) either unsecured or on the Security of all or any of the Secured Assets in respect of which he is appointed on any terms that he thinks fit (including, if the DIP Collateral Agent consents, terms under which that security ranks in priority to this Debenture).

15.18 Redeem prior Security

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the relevant Chargor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

15.19 Acquire land

The Receiver may purchase or acquire any land and purchase, acquire or grant any interest in or right over land.

15.20 Absolute beneficial owner

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.

15.21 Incidental powers

A Receiver may do any other acts and things:

- (a) that he may consider desirable or necessary for realising any of the Secured Assets;
- (b) that he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Debenture or law; and
- (c) that he lawfully may or can do as agent for each Chargor.

16. DELEGATION

16.1 Delegation

The DIP Collateral Agent or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Debenture (including the power of attorney granted under Clause 18.1 (*Appointment of Attorneys*)).

16.2 Terms

The DIP Collateral Agent and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

16.3 Liability

Neither the DIP Collateral Agent nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

17. APPLICATION OF PROCEEDS

17.1 Order of application of proceeds

All monies received or recovered by the DIP Collateral Agent, any Receiver or any Delegate pursuant to this Debenture, after the security constituted by this Debenture has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in payment of the Secured Obligations in accordance with the terms of the DIP Credit Agreement and the DIP Collateral Agency Agreement.

17.2 Appropriation

- (a) Neither the DIP Collateral Agent, any Receiver nor any Delegate shall be bound (whether by virtue of Section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Obligations.
- (b) For the avoidance of doubt, this Clause 17.2 shall be subject to the terms of the DIP Credit Agreement and neither the DIP Collateral Agent, any Receiver nor any Delegate may exercise its rights under this Clause 17.2 where to do so would be in breach of the DIP Credit Agreement or the DIP Collateral Agency Agreement.

17.3 Suspense account

- (a) All monies received by the DIP Collateral Agent, a Receiver or a Delegate under this Debenture:
 - (i) may, at the discretion of the DIP Collateral Agent, Receiver or Delegate, be credited to any suspense or securities realised account;
 - (ii) shall bear interest, if any, in accordance with Section 2.13 (*Interest*) of the DIP Credit Agreement; and
 - (iii) may be held in that account for so long as the DIP Collateral Agent, Receiver or Delegate thinks fit.
- (b) For the avoidance of doubt, this Clause 17.3 shall be subject to the terms of the DIP Credit Agreement and neither the DIP Collateral Agent, any Receiver nor any Delegate may exercise its rights under this Clause 17.3 where to do so would be in breach of the DIP Credit Agreement or the DIP Collateral Agency Agreement.

18. POWER OF ATTORNEY

18.1 Appointment of attorneys

By way of security, each Chargor irrevocably appoints the DIP Collateral Agent, every Receiver and every Delegate severally as its attorneys (with full power of substitution) in its name, on its behalf, or otherwise, at any time when an Event of Default or an Actionable Default has occurred and is continuing, to execute any documents, exercise any rights and do any acts and things that:

- (a) each Chargor is required to execute, exercise and do under this Debenture (including to execute charges over, transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Secured Assets); and
- (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Debenture or by law on the DIP Collateral Agent, any Receiver or any Delegate in relation to the Secured Assets or under any Loan Document, the LPA 1925 or the Insolvency Act 1986.

18.2 Ratification of acts of attorneys

Each Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in Clause 18.1 (*Appointment of Attorneys*).

19. RELEASE

19.1 Discharge

Without prejudice to any other provision in a Loan Document that applies to this Debenture by virtue of this Debenture being a Loan Document, the terms of 8.15 (*Releases*) of the DIP Pledge and Security Agreement shall apply to this Debenture, *mutatis mutandis*.

19.2 Security Period

On the occurrence of the Pledge and Security Termination Date (but not otherwise), all Security granted pursuant to this Debenture shall automatically terminate and the DIP Collateral Agent shall promptly, at the request and cost of the relevant Chargor, take whatever action is necessary to:

- (a) release the Secured Assets from the Security constituted by this Debenture; and
- (b) re-assign the Secured Assets to the Senior Collateral Agent, the Junior Collateral Agent or the relevant Chargor in accordance with the order set out in paragraphs (i) to (iii) (as applicable) of Clause 7.2(b) (*Deposit*).

20. ASSIGNMENT AND TRANSFER

20.1 Assignment by DIP Collateral Agent

- (a) The DIP Collateral Agent may assign or transfer the whole or any part of the DIP Collateral Agent's rights and/or obligations under this Debenture or any Secured Assets created by or under it in accordance with the terms of the Loan Documents.

- (b) The DIP Collateral Agent may disclose to any actual or proposed assignee or transferee any information about any Chargor, the Secured Assets and this Debenture that the DIP Collateral Agent reasonably considers appropriate.

20.2 Assignment by Chargor

No Chargor may assign any of its rights, or transfer any of its obligations, under this Debenture, or enter into any transaction that would result in any of those rights or obligations passing to another person except as expressly permitted by the DIP Credit Agreement or with the prior written consent of the DIP Collateral Agent given in accordance with the DIP Collateral Agency Agreement and the DIP Credit Agreement.

21. FURTHER PROVISIONS

21.1 Independent security

This Debenture shall be in addition to, and independent of, any other security or guarantee that the DIP Collateral Agent may hold for any of the Secured Obligations at any time. No prior security held by the DIP Collateral Agent or any other Secured Party over the whole or any part of the Secured Assets shall merge in the security created by this Debenture.

21.2 Continuing security

This Debenture shall remain in full force and effect as a continuing security for the Secured Obligations, notwithstanding any settlement of account, or intermediate payment, or discharge by any Chargor or any other matter or thing, unless and until the DIP Collateral Agent discharges this Debenture in writing.

21.3 Certificates

A certificate or determination by the DIP Collateral Agent as to any rate or amount for the time being due to it from any Chargor under this Debenture shall be, in the absence of any manifest error, conclusive evidence of the matters to which it relates.

21.4 Partial invalidity

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability 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.

21.5 Remedies and waivers

- (a) No failure to exercise, nor any delay in exercising, on the part of any Secured Party any right or remedy under this Debenture shall operate as a waiver of any such right or remedy or constitute an election to affirm this Debenture. No election to affirm this Debenture on the part of any Secured Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Debenture are cumulative and not exclusive of any rights or remedies provided by law.
- (b) A waiver given or consent granted by the DIP Collateral Agent or any Receiver under this Debenture will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

21.6 **Amendments**

None of the terms or provisions of this Debenture may be waived, amended, supplemented or otherwise modified except by a written instrument executed by each affected Chargor and the DIP Collateral Agent, subject to any consents required under Section 8.01 (*Amendments, Supplements and Waivers*) of the DIP Collateral Agency Agreement and Section 11.1 (*Amendments, Waivers, Etc.*) of the DIP Credit Agreement.

21.7 **Enforcement costs and expenses**

Without double-counting, Section 5.03 (*Compensation and Expenses*) of the DIP Collateral Agency Agreement shall be incorporated by reference herein *mutatis mutandis* with respect to each Chargor's payment and reimbursement obligations to each Secured Party.

21.8 **Indemnity**

- (a) Without double-counting, Section 5.04 (*Indemnification*) of the DIP Collateral Agency Agreement shall be incorporated by reference herein *mutatis mutandis* with respect to each Chargor's indemnification obligations to each Secured Party and each Receiver and Delegate.
- (b) The DIP Collateral Agent and every Receiver, attorney, delegate, manager, agent or other person appointed by the DIP Collateral Agent (each a "**Relevant Person**") hereunder shall be entitled to be indemnified out of the Secured Assets or any part thereof in respect of all liabilities and expenses incurred by it or him in the execution or preservation of any of the powers, authorities or discretions vested in it or him pursuant to this Debenture, or any other Loan Document and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Secured Assets or any part of them (other than by reason of such Relevant Person's gross negligence or wilful misconduct). The DIP Collateral Agent and any such Receiver may retain and pay all sums in respect of which it is indemnified out of any monies received by it under the powers conferred by this Debenture.
- (c) Each Chargor expressly acknowledges and agrees that the continuation of its indemnity obligations under this Clause 21.8 will not be prejudiced by any release of Security or disposal of assets.

21.9 **Set off**

Subject to and except as otherwise required pursuant to the DIP Credit Agreement or any other Loan Document, all payments to be made by any Chargor under this Debenture shall be made without any setoff, counterclaim or equity and (subject to the following sentence) free from, clear of and without deduction for any taxes, duties, levies, imposts or charges whatsoever, present or future. If a Chargor is compelled by the law of any applicable jurisdiction (or by an order of any regulatory authority in such jurisdiction) to withhold or deduct any sums in respect of taxes, duties, levies, imposts or charges from any amount payable to the DIP Collateral Agent under this Debenture or, if any such withholding or deduction is made in respect of any recovery under this Debenture, that Chargor shall pay such additional amount so as to ensure that the net amount received by the DIP Collateral Agent shall equal the full amount due to it under the provisions of this Debenture had no such withholding or deduction been made.

21.10 Stamp Taxes

Subject to and except as otherwise required pursuant to the DIP Credit Agreement or any other Loan Document, each Chargor shall pay (on a joint and several basis) immediately on demand to the DIP Collateral Agent a sum equal to any liability which the DIP Collateral Agent incurs in respect of any stamp duty, registration fees and other taxes which is or becomes payable in connection with the entry into, performance or enforcement of this Debenture (including any interest, penalties, liabilities, costs and expenses resulting from any failure to pay or delay in paying any such duty, fee or tax).

21.11 Consolidation

The restriction on the right of consolidation contained in Section 93 of the LPA 1925 shall not apply to this Debenture.

21.12 Counterparts

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

22. NOTICES

All notices, requests and demands to or upon the DIP Collateral Agent or any Chargor hereunder shall be effected in the manner provided for in Section 8.02 (*Notices*) of the DIP Collateral Agency Agreement, provided that any such notice, request or demand to or upon any Chargor shall be addressed to such Chargor at its notice address pursuant to the DIP Pledge and Security Agreement.

23. GOVERNING LAW

This Debenture and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

24. ENFORCEMENT

24.1 Jurisdiction of English courts

- (a) Notwithstanding Section 11.12 (*Submission to Jurisdiction; Service of Process*) of the DIP Credit Agreement, the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or any non-contractual obligation arising out of or in connection with this Debenture) (a “**Dispute**”).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 24.1 is for the benefit of the DIP Collateral Agent only. As a result, the DIP Collateral Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the DIP Collateral Agent may take concurrent proceedings in any number of jurisdictions.

This Debenture has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

CHARGORS

1. **CB&I UK Limited**, incorporated and registered in England and Wales with company number 04438080 whose registered office is at 40 Eastbourne Terrace, London, W2 6LG;
2. **Lutech Resources Limited**, incorporated and registered in England and Wales with company number 02726614 whose registered office is at 40 Eastbourne Terrace, London, W2 6LG;
3. **Shaw Group UK Limited**, incorporated and registered in England and Wales with company number 03465952 whose registered office is at 40 Eastbourne Terrace, London, W2 6LG ;
4. **Lummus Consultants International Limited**, incorporated and registered in England and Wales with company number 04025810 whose registered office is at Altius House, 1 North Fourth Street, Third Floor, Milton Keynes, MK9 1NE;
5. **McDermott Marine Construction Limited**, incorporated and registered in England and Wales with company number 02869047 whose registered office is at One Fleet Place, London, United Kingdom, EC4M 7WS;
6. **CB&I Group UK Holdings**, incorporated and registered in England and Wales with company number 03465918 whose registered office is at 40 Eastbourne Terrace, London, W2 6LG;
7. **McDermott Holdings (U.K.) Limited**, incorporated and registered in England and Wales with company number 02576807 whose registered office is at One Fleet Place, London EC4M 7WS;
8. **Aiton & Co Limited**, incorporated and registered in England and Wales with company number 03573344 whose registered office is at 40 Eastbourne Terrace, London, W2 6LG;
9. **CB&I Constructors Limited**, incorporated and registered in England and Wales with company number 00541526 whose registered office is at 40 Eastbourne Terrace, London, W2 6LG;
10. **CB&I Holdings (UK) Limited**, incorporated and registered in England and Wales with company number 02613906 whose registered office is at 40 Eastbourne Terrace, London, W2 6LG;
11. **CB&I Paddington Limited**, incorporated and registered in England and Wales with company number 05064134 whose registered office is at 40 Eastbourne Terrace, London, W2 6LG;
12. **CB&I Power Limited**, incorporated and registered in England and Wales with company number 04232396 whose registered office is at 40 Eastbourne Terrace, London, W2 6LG;
13. **CBI UK Cayman Acquisition Limited**, incorporated and registered in England and Wales with company number 10347901 whose registered office is at 40 Eastbourne Terrace, London, W2 6LG;
14. **Oxford Metal Supply Limited**, incorporated and registered in England and Wales with company number 00658643 whose registered office is at 40 Eastbourne Terrace, London, W2 6LG;

15. **Pipework Engineering and Developments Limited**, incorporated and registered in England and Wales with company number 02207804 whose registered office is at 40 Eastbourne Terrace, London, W2 6LG;
16. **Shaw Dunn Limited**, incorporated and registered in England and Wales with company number 03465940 whose registered office is at 40 Eastbourne Terrace, London, W2 6LG;
17. **Whessoe Piping Systems Limited**, incorporated and registered in England and Wales with company number 03573347 whose registered office is at 40 Eastbourne Terrace, London, W2 6LG; and
18. **CB&I London**, incorporated and registered in England and Wales with company number 05064097 whose registered office is at 40 Eastbourne Terrace, London, W2 6LG.
19. **CB&I (US) Holdings, Limited**, incorporated and registered in England and Wales with registration number 12332536 whose registered office is at 40 Eastbourne Terrace, London W2 6LG.

SCHEDULE 2

SECURITIES

Chargor	Name and company number of subsidiary	Percentage of and class of shares
CB&I Group UK Holdings	Pipework Engineering and Developments Limited (company number: 06920032)	100% ordinary shares
CB&I Group UK Holdings	Shaw Dunn Limited (company number: 03465940)	100% ordinary shares
CB&I Group UK Holdings	Shaw Group UK Limited (company number: 03465952)	100% ordinary shares
Shaw Group UK Limited	Aiton & Co Limited (company number: 03573344)	100% ordinary shares
Shaw Group UK Limited	Whessoe Piping Systems Limited (company number: 03573347)	100% ordinary shares
Shaw Group UK Limited	The Shaw Group UK 1997 Pension Scheme Limited (company number: 02486942)	100% ordinary shares
Shaw Group UK Limited	The Shaw Group UK 2001 Pension Plan Limited (company number: 04249466)	100% ordinary shares
Shaw Group UK Limited	The Shaw Group UK Pension Plan Limited (company number: 03386989)	100% ordinary shares
CB&I Holdings (UK) Limited	CB&I Constructors Limited (company number: 00541526)	100% ordinary shares
CB&I Paddington Limited	CB&I London (company number: 05064097)	100% ordinary shares
CB&I Constructors Limited	Oxford Metal Supply Limited (company number: 00658643)	100% ordinary shares

SCHEDULE 3
INTELLECTUAL PROPERTY

[None at the date of this Debenture]

SCHEDULE 4

INTERCOMPANY LOANS AND HEDGING CONTRACTS

Part 1 - Form of notice of assignment

To: [•]

Dated: [•]

Dear Sirs

The agreement described in the attached schedule (Agreement)

We hereby notify you that, by way of a security agreement dated [•] 2020 (the "**DIP Security Agreement**"), we have assigned, subject to a proviso for re-assignment on redemption to Crédit Agricole Corporate and Investment Bank (the "**DIP Collateral Agent**") as collateral agent for itself and certain financial institutions all our right, title and interest in and to the Agreement.

We also refer to:

- (a) the notice dated [•] issued pursuant to a security agreement dated 10 December 2018 pursuant to which we have notified you that we have assigned (subject to a proviso for re-assignment on redemption) to Crédit Agricole Corporate and Investment Bank as collateral agent for itself and certain financial institutions all our right, title and interest in and to the Agreement (the "**Junior Notice**");
- (b) the notice [•] issued pursuant to a security agreement dated [1 November 2019]/[20 December 2019] (pursuant to which we notified you that we have assigned (subject to a proviso for re-assignment on redemption) to Crédit Agricole Corporate and Investment Bank (the "**Senior Collateral Agent**") as collateral agent for itself and certain financial institutions all our right, title and interest in and to the Agreement (the "**Senior Notice**"); and
- (c) this notice shall prevail over any Senior Notice or Junior Notice until you receive any instructions from the DIP Collateral Agent to the contrary.

We shall remain liable to perform all our obligations under the Agreement.

We also remain entitled to exercise all our rights, powers and discretions under the Agreement, and you should continue to give notices and make payments under the Agreement to us, unless and until you receive notice from the DIP Collateral Agent to the contrary stating that the security constituted by the DIP Security Agreement has become enforceable following which point you should:

- 1 without notice or reference to, or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from the DIP Collateral Agent relating to the Agreement and any rights under or in connection with the Agreement; and
- 2 pay all sums payable by you under the Agreement directly to a bank account in our name or such other account as the DIP Collateral Agent may specify from time to time.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the DIP Collateral Agent and the other copy to us.

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

Yours faithfully

.....
duly authorised signatory of [•] Limited

Schedule

Date	Parties	Description

[Attach form of acknowledgment]

Part 2 - Form of acknowledgement

To: [•]
Attention: [•]

Copy:
[name of relevant Chargor] (**Chargor**)
[address]

We acknowledge receipt of the notice of assignment (**Notice**) issued pursuant the DIP Security Agreement of which the enclosed is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement. We confirm that:

- 1 there has been no amendment, waiver or release of any rights or interests in the Agreement since the date of the Agreement;
- 2 we shall act in accordance with the Notice;
- 3 as at the date of this acknowledgement, we have not received any notice of assignment or charge of the Chargor's interest in the [Agreement] in favour of any other person [other than the Junior Notice][the Senior Notice] [and any notice of security which we have been informed has been released]; and
- 4 as at the date of this acknowledgement, we are not aware of any breach by the Chargor of the terms of the Agreement.

The provisions of this acknowledgment (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

duly authorised signatory of [•]

SCHEDULE 5
INSURANCE POLICIES

Part 1 - Form of notice of assignment

To: [insurer]

Dated: [•]

Dear Sirs

The insurance policies described in the attached schedule (the Insurance Policies)

We hereby notify you that, by way of a security agreement dated [•] 2020 (the "**DIP Security Agreement**"), we have assigned, subject to a proviso for re-assignment on redemption, to Crédit Agricole Corporate and Investment Bank (the "**DIP Collateral Agent**") as collateral agent for the benefit of itself and certain financial institutions all our right, title and interest in and to the Insurance Policies.

We also refer to:

- (a) the notice dated [•] issued pursuant to a security agreement dated [10 December 2018]/[20 December 2019] pursuant to which we have notified you that we have assigned (subject to a proviso for re-assignment on redemption) to Crédit Agricole Corporate and Investment Bank as collateral agent for itself and certain financial institutions all our right, title and interest in and to the Insurance Policies (the "**Junior Notice**");
- (b) the notice dated [•] issued pursuant to a security agreement dated [1 November 2019]/[20 December 2019] (pursuant to which we notified you that we have assigned (subject to a proviso for re-assignment on redemption) to Crédit Agricole Corporate and Investment Bank (the "**Senior Collateral Agent**") as collateral agent for itself and certain financial institutions all our right, title and interest in and to the Insurance Policies (the "**Senior Notice**"); and
- (c) this notice shall prevail over any Senior Notice or Junior Notice until you receive any instructions from the DIP Collateral Agent to the contrary.

We shall remain liable to perform all our obligations under each Insurance Policy.

We remain entitled to exercise all our rights, powers and discretions under the Insurance Policies, and you should continue to give notices and make payments under the Insurance Policies to us, unless and until you receive notice from the DIP Collateral Agent to the contrary stating that the security constituted by the DIP Security Agreement has become enforceable following which point you should:

- 1 without notice or reference to or further authority from us and without enquiring as to the justification or the validity of those instructions, comply only with any instructions from time to time received by you from the DIP Collateral Agent relating to the Insurance Policies (or any of them); and

- 2 pay all sums payable by you under the Insurance Policies (or any of them) into a bank account in our name or into such other account as the DIP Collateral Agent may specify from time to time.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the DIP Collateral Agent and the other copy to us.

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

Yours faithfully

.....
duly authorised signatory for [•] Limited

Schedule

Date	Parties	Description

[Attach form of acknowledgment]

Part 2 - Form of acknowledgement

To: [•]

Attention: [•]

Copy:

[name of relevant Chargor] (**Chargor**)

[address]

We acknowledge receipt of the notice of assignment (**Notice**) of which the enclosed is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement. We confirm that:

- 1 we have noted the DIP Collateral Agent's interest as mortgagee and [the first loss payee] / [an additional insured] on each Insurance Policy;
- 2 we shall act in accordance with the Notice; and
- 3 as at the date of this acknowledgement, we have not received any notice of assignment or charge or other security over the Chargor's interest in the Insurance Policy or the proceeds of any Insurance Policy in favour of any other person [other than the Junior Notice][the Senior Notice][and any notice of security which we have been informed has been released].

The provisions of this acknowledgment (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

duly authorised signatory of

[•]

SCHEDULE 6

MATERIAL ACCOUNTS

To: *[insert name and address of account holding institution]*

Account number: [•] (**Charged Account**)

Sort code: [•]

Account holder: [•] Limited

We hereby notify you that, by way of a security agreement dated [•] 2020 (the "**DIP Security Agreement**"), we have charged by way of first fixed charge to Crédit Agricole Corporate and Investment Bank (the "**DIP Collateral Agent**") as collateral agent or itself and certain financial institutions all our right, title and interest in and to the monies from time to time standing to the credit of the Charged Account.

We also refer to:

- (a) the notice dated [•] issued pursuant to a security agreement dated [10 December 2018]/[20 December 2019] pursuant to which we have notified you that we have assigned (subject to a proviso for re-assignment on redemption) to Crédit Agricole Corporate and Investment Bank as collateral agent for itself and certain financial institutions all our right, title and interest in and to the Charged Account (the "**Junior Notice**");
- (b) the notice dated [•] issued pursuant to a security agreement dated [1 November 2019]/[20 December 2019] (pursuant to which we notified you that we have assigned (subject to a proviso for re-assignment on redemption) to Crédit Agricole Corporate and Investment Bank (the "**Senior Collateral Agent**") as collateral agent for itself and certain financial institutions all our right, title and interest in and to the Charged Account (the "**Senior Notice**"); and
- (c) this notice shall prevail over any Senior Notice or Junior Notice until you receive any instructions from the DIP Collateral Agent to the contrary.

We hereby irrevocably and unconditionally authorise and instruct you:

- 1 to hold all monies from time to time standing to the credit of the Charged Account to the order of the DIP Collateral Agent and accordingly to pay all or any part of those monies to the DIP Collateral Agent (or as it may direct) promptly following receipt of written instructions from the DIP Collateral Agent to that effect; and
- 2 to disclose to the DIP Collateral Agent such information relating to us and the Charged Account as the DIP Collateral Agent may from time to time request you to provide.

By countersigning this notice, the DIP Collateral Agent authorises you to permit us to withdraw and otherwise deal with funds standing to the credit of the Charged Account until you receive a notice in writing to the contrary from the DIP Collateral Agent also stating that the security constituted by the DIP Security Agreement has become enforceable.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the DIP Collateral Agent and the other copy to us.

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

Yours faithfully

.....

duly authorised signatory of [•] Limited

Countersigned for and on behalf of
the DIP Collateral Agent:

[Attach form of acknowledgment]

Part 2- Form of acknowledgement

To: [•]
Attention: [•]

Copy:
[name of relevant Chargor] (**Chargor**)
[address]

We acknowledge receipt of the notice of charge (**Notice**) of which the enclosed is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement.

We confirm that:

- 1 we shall act in accordance with the Notice;
- 2 as at the date of this acknowledgement, we have not received any notice of assignment or charge or other security over the Chargor's interest in the Charged Account in favour of any other person [other than the Junior Notice][the Senior Notice][and any notice of security which we have been informed has been released]; and
- 3 other than in respect of bank fees and charges, we will not exercise any right of combination of accounts, set-off or lien over any monies standing to the credit of the Charged Account.

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

duly authorised signatory of

[*account holding institution*]

SIGNATURES

The Chargors

Executed as a deed by Kevin Hargrove
for **CB&I UK LIMITED**, a company
incorporated in England and Wales, under a
power of attorney
dated 10 January 2020 in the presence
of

.....
Traci Brown.....

Address: 757 N. Eldridge, Pkwy
Houston, TX 77079

Occupation: Paralegal

.....
Attorney

.....
Witness

Executed as a deed by Kevin Hargrove
for **LUTECH RESOURCES LIMITED**, a
company incorporated in England and Wales,
under a power of attorney
dated 13 January 2020 in the presence
of

.....
[Redacted Signature]
.....
Attorney

.....
Traci Brown
.....
Address: 757 N. Eldridge Parkway
Houston, TX 77079
Occupation: Paralegal

.....
[Redacted Signature]
.....
Witness

Executed as a deed by Kevin Hargrove
for **LUMMUS CONSULTANTS
INTERNATIONAL LIMITED**, a company
incorporated in England and Wales, under a
power of attorney
dated 13 January 2020 in the presence
of

Traci Brown
Address: 757 N. Eldridge Parkway
HOUSTON, TX 77079
Occupation: Paralegal

.....
Attorney

.....
Witness

Executed as a deed by Kevin Hargrove
for **MCDERMOTT MARINE
CONSTRUCTION LIMITED**, a company
incorporated in England and Wales, under a
power of attorney
dated 10 January 2020 in the presence
of

.....
Traci Brown
Address: 751 N. Eldridge Parkway
Houston, TX 77079
Occupation: Paralegal

.....
Attorney

.....
Witness

Executed as a deed by Kevin Hargrove
for **CB&I GROUP UK HOLDINGS**, a
company incorporated in England and Wales,
under a power of attorney
dated 10 January 2020 in the presence
of

Traci Brown
Address: 757 N. Eldridge Parkway
Houston, TX 77079
Occupation: Paralegal

.....
Attorney

.....
Witness

Executed as a deed by Kevin Hargrove
for **SHAW GROUP UK LIMITED**, a
company incorporated in England and Wales,
under a power of attorney
dated 10 January 2020 in the presence
of

Traci Brown
Address: 757 N. Eldridge Parkway
Houston, TX 77079
Occupation: Paralegal

.....
Attorney

.....
Witness

Executed as a deed by Kevin Hargrove
for **MCDERMOTT HOLDINGS (U.K.)
LIMITED**, a company incorporated in
England and Wales, under a power of attorney
dated 10 January 2020 in the presence
of

Traci Brown
Address: 751 N. Eldridge Parkway
HOUSTON, TX 77079
Occupation: Paralegal

.....
Attorney

.....
Witness

Executed as a deed by Kevin Hargrove
for AITON & CO LIMITED, a company
incorporated in England and Wales, under a
power of attorney
dated 10 January 2020 in the presence
of

Traci Brown
Address: 751 N. Eldridge Parkway
Houston, TX 77079
Occupation: Paralegal

.....
[Redacted]
.....
Attorney

.....
[Redacted]
.....
Witness

Executed as a deed by Kevin Hargrove
for **CB&I CONSTRUCTORS LIMITED**, a
company incorporated in England and Wales,
under a power of attorney
dated 10 January 2020 in the presence
of

.....
Traci Brown
Address: 757 N. Eldridge Parkway
Houston, TX 77079
Occupation: Paralegal

.....
Attorney

.....
Witness

Executed as a deed by Kevin Hargrove
for **CB&I HOLDINGS (UK) LIMITED**, a
company incorporated in England and Wales,
under a power of attorney
dated 10 January 2020 in the presence
of

.....
Traci Brown
Address: 757 N. Eldridge Parkway
Houston, TX 77079
Occupation: Paralegal

.....
Attorney
.....

.....
Witness
.....

Executed as a deed by Kevin Hargrove
for **CB&I PADDINGTON LIMITED**, a
company incorporated in England and Wales,
under a power of attorney
dated 10 January 2020 in the presence
of

.....
Traci Brown
.....
Address: *757 N. Eldridge Parkway*
Houston, TX 77079
Occupation: *Paralegal*

.....
Attorney

.....
Witness

Executed as a deed by Kevin Hargrove
for **CB&I POWER LIMITED**, a company
incorporated in England and Wales, under a
power of attorney
dated 10 January 2020 in the presence
of

Traci Brown
Address: 751 N. Eldridge Parkway
Houston, TX 77079
Occupation: Paralegal

.....
Attorney

.....
Witness

Executed as a deed by Kevin Hargrove
for **CBI UK CAYMAN ACQUISITION
LIMITED**, a company incorporated in
England and Wales, under a power of attorney
dated 10 January 2020 in the presence
of

Traci Brown
Address: 757 N. Eldridge Parkway
Houston, TX 77079
Occupation: Paralegal

.....
Attorney

.....
Witness

Executed as a deed by Kevin Hargrove
for **OXFORD METAL SUPPLY
LIMITED**, a company incorporated in
England and Wales, under a power of attorney
dated 10 January 2020 in the presence
of

Traci Brown
Address: 757 N. Eldridge Parkway
Houston, TX 77079
Occupation: Paralegal

.....
Attorney

.....
Witness

Executed as a deed by Kevin Hargrove
for **PIPEWORK ENGINEERING AND
DEVELOPMENTS LIMITED**, a company
incorporated in England and Wales, under a
power of attorney
dated 10 January 2020 in the presence
of

.....
Traci Brown
Address: 757 N. Eldridge Parkway
Houston, TX 77079
Occupation: Paralegal

.....
Attorney

.....
Witness

Executed as a deed by Kevin Hargrove
for **SHAW DUNN LIMITED**, a company
incorporated in England and Wales, under a
power of attorney
dated 10 January 2020 in the presence
of

.....
Traci Brown
Address: 757 N. Eldridge Parkway
Houston, TX 77079
Occupation: Paralegal

.....
Attorney

.....
Witness

Executed as a deed by Kevin Hargrove
for **WHESOE PIPING SYSTEMS
LIMITED**, a company incorporated in
England and Wales, under of power of
attorney dated 10 January 2020 in the
presence of

.....
[Redacted Signature]
.....
Attorney

.....
Traci Brown
.....
Address: *757 N. Eldridge Parkway*
Houston, TX 77079
Occupation: *Paralegal*

.....
[Redacted Signature]
.....
Witness

Executed as a deed by
Kevin Hargrove for **CB&I LONDON**, a
company incorporated in England and Wales,
under a power of attorney
dated 10 January 2020 in the presence
of

.....

.....
Attorney

.....
Traci Brown
.....
Address: 757 N. Eldridge Parkway
Houston, TX 77079
Occupation: Paralegal

.....

.....
Witness

Executed as a deed by Kevin Hargrove
for **CB&I (US) HOLDINGS, LIMITED**, a
company incorporated in England and Wales,
under a power of attorney
dated 10 January 2020 in the presence
of

Traci Brown
Address: 757 N. Eldridge Parkway
HOUSTON, TX 77079
Occupation: Paralegal

.....
Attorney

.....
Witness

The DIP Collateral Agent

Executed as a deed by
**CRÉDIT AGRICOLE CORPORATE AND
INVESTMENT BANK**, acting by:



Name:

Ronald E. Spitzer
Managing Director

Title:

.....
Name:



Yurly A. Tsyganov
Director

Title: