



Registration of a Charge

Company name: **AITON & CO LIMITED**

Company number: **03573344**

Received for Electronic Filing: **13/12/2018**



Details of Charge

Date of creation: **10/12/2018**

Charge code: **0357 3344 0002**

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

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

NICHOLAS JONES



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3573344

Charge code: 0357 3344 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th December 2018 and created by AITON & CO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th December 2018 .

Given at Companies House, Cardiff on 14th December 2018

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

I hereby certify that
save for material redacted
pursuant to s.859G of the
Companies Act 2006 This
is a true copy of the
original Debenture

DEBENTURE

dated 10 December 2018

between

CERTAIN COMPANIES AS CHARGORS

and

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK


NICHOLAS JONES

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This deed (this “**Debenture**”) is made as a deed and is dated 10 December 2018 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 Credit Agreement (as defined below)) (in such capacity, the “**Collateral Agent**”).

BACKGROUND

- (A) The Lenders have agreed, pursuant to the Credit Agreement, to provide loans and issue letters of credit to the Borrowers (as defined in the Credit Agreement) on a secured basis.
- (B) Under this Debenture, each Chargor provides security to the Collateral Agent (as agent and trustee for the Secured Parties) for, amongst other things, the facilities made available under the Credit Agreement and the other Secured Debt Documents.
- (C) The 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 Secured Debt Documents.
- (D) This Debenture is a Loan Document, a Secured Debt Document, a Collateral Document (in each case, for the purposes of and as defined in the Credit Agreement) and a Security Document (for the purposes of and as defined in the Collateral Agency and Intercreditor Agreement).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless otherwise defined herein, terms defined in the Collateral Agency and Intercreditor Agreement and used herein have the meanings given to them in the Collateral Agency and Intercreditor Agreement and, unless otherwise defined herein or in the Collateral Agency and Intercreditor Agreement, terms defined in the Credit Agreement and used herein have the meanings given to them in the Credit 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.

“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.

“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, the Borrowers, the Parent, the Collateral Agent, Crédit Agricole Corporate and Investment Bank as Revolving and LC Administrative Agent (as defined therein), Barclays Bank PLC as Term Loan Administrative Agent (as defined therein) and Lloyds Bank PLC as a Secured Debt Representative (as defined therein) and the other financial institutions from time to time party thereto.

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

“Credit Agreement” means the credit agreement dated 10 May 2018 (as amended, restated, supplemented or otherwise modified from time to time) between, amongst others, the Borrowers, the Parent, Crédit Agricole Corporate and Investment Bank as Revolving and LC Administrative Agent and Barclays Bank PLC as Term Loan Administrative Agent for the provision of certain facilities secured by this Debenture.

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

“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 Pledge and Security Agreement.

“Excluded Assets” has the meaning given to that term in the 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 a Chargor under the terms of this Debenture) or by law.

“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 England or Wales (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.

“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.

“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) similar principles, rights and defences under the laws of any Relevant Jurisdiction; and
- (d) 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 Collateral Agent and/or the Secured Parties in connection with the Secured Debt Documents.

“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 Pledge and Security Agreement.

“Material Contract” has the meaning given to it in the 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 Pledge and Security 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 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 “Parity Secured Obligations” as such term is defined in the Collateral Agency and Intercreditor Agreement and the other “Obligations” as defined in the Credit Agreement (provided that “Secured Obligations” shall specifically exclude all Excluded Swap Obligations), together with all Expenses.

“Securities” means all of each Chargor’s right, title, benefit and interest in all stocks, shares, warrants and other securities of any kind whatsoever in the 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 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 Credit Agreement.

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

“**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 a sale, lease, transfer or other disposal and “**dispose**” will be construed accordingly;
 - (iii) a “**Loan Document**”, a “**Secured Debt Document**” or any other agreement or instrument is a reference to that Loan Document or Secured 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, Secured 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 “**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 Collateral Agent, shall include any person for the time being appointed as a collateral agent in accordance with the Collateral Agency and Intercreditor 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 a Credit Agreement Event of Default or an Actionable Default) is “**continuing**” if it has not been remedied or waived and a Credit Agreement 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 Secured Debt 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 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 Secured Debt 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 Credit Agreement, the terms of the Credit Agreement shall prevail; or
- (b) this Debenture and the Collateral Agency and Intercreditor Agreement, the terms of the Collateral Agency and Intercreditor Agreement 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 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 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 Pledge and Security Agreement.

1.10 **Effect as a deed**

This document is intended to take effect as a deed notwithstanding that the 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.

2. COVENANT TO PAY

Each Chargor shall jointly and severally, on demand, pay to the 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 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 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 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; and
 - (iii) all its present and future rights and interests in any Hedging Contract governed by English law to which it is a party,

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 Collateral Agent otherwise requires by notice to the relevant Chargor when a Credit Agreement 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 Secured Debt 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 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 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 Secured Debt 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 Secured Debt 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 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 Collateral Agent in that notice if:

- (a) a Credit Agreement Event of Default or an Actionable Default occurs and is continuing; or
- (b) the 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 Collateral Agent confirms otherwise to that Chargor in writing) be charged to the 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 Collateral Agent or any Secured Party under any Secured Debt 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 Collateral Agent otherwise requires when a Credit Agreement 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 Collateral Agent otherwise requires

when a Credit Agreement 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 Collateral Agent may reasonably specify (in such form as the Collateral Agent may reasonably require, in favour of the 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 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 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 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 a 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 Secured Debt 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 Secured Debt Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Secured Debt 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 Secured Debt Documents and/or any facility or amount made available under any of the Secured Debt 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 Secured Debt Document to the contrary.

4.6 **Appropriations**

- (a) Until 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 Collateral Agency and Intercreditor 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 Collateral Agency and Intercreditor Agreement.

5. REPRESENTATIONS AND WARRANTIES

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

5.1 Representations in the Credit Agreement

In the case of each Chargor, the statement set forth in Section 3.3(b)(i) of the Credit Agreement and any similar statements in any other Secured Debt Document is true on the date of this Debenture as it relates to such Chargor or to the Loan Documents or Secured Debt 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 and/or the Pledge and Security Agreement; and
- (b) as expressly permitted by the Credit Agreement and each other Secured Debt 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 Collateral Agent under the Pledge and Security Agreement, 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, 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 Collateral Agency and Intercreditor 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 Pledge and Security Agreement and any other Security permitted under the Secured Debt 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 of 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 register of members of a Company delivered to the Collateral Agent in connection with this Debenture or the 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 Collateral Agent, until 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 Pledge and Security Agreement;
- (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;
- (c) create or grant (or purport to create or grant) any interest in any Secured Assets in favour of a third party; 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 not prohibited to do so by the Secured Debt Documents.

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 Collateral Agent, except as permitted by the Secured Debt Documents.

6.3 Insurance

Without prejudice to any other provision in a Secured Debt Document that applies to this Debenture by virtue of this Debenture being a Secured Debt Document, the terms of Section 5.3 (*Maintenance of Insurance*) of the 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 Chargor

(a) Secured Debt Documents

The provisions of this Clause 6.4 are without prejudice to the rights of the Collateral Agent or any Secured party under any Secured Debt 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 to the other parties to that Intercompany Loan that it has assigned to the 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 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 to the other parties to such Hedging Contract that it has assigned to the 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 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 to each insurer under such Insurance Policy that it has assigned to the 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 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 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 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 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 Collateral Agent to enforce the Security constituted by this Debenture.

7.2 Deposit

Each Chargor shall:

- (a) by no later than the date falling five (5) Business Days after the date of this Debenture and to the extent not already delivered to the Collateral Agent pursuant to the Pledge and Security Agreement, deposit with the Collateral Agent all stock or share certificates or other documents of title to or representing the Securities owned by that Chargor at that time (to the extent not previously provided to the Collateral Agent);
- (b) promptly, and in any event within three (3) Business Days, after the purchase or acquisition by it of Securities after the date of this Debenture, deposit with the Collateral Agent all stock or share certificates or other documents of title to, or representing, such Securities; and

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

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 a Credit Agreement Event of Default or an Actionable Default

- (a) If a Credit Agreement Event of Default or an Actionable Default is continuing, each Chargor shall on request by the Collateral Agent:
 - (i) to the extent not already delivered pursuant to Clause 7.2 (*Deposit*), deliver to the Collateral Agent such stock transfer forms or other transfer documents as the Collateral Agent may require to enable the 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 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 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 Collateral Agent in each case showing the registered holder as the 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 Collateral Agent.
- (b) At any time while a Credit Agreement Event of Default or an Actionable Default is continuing, the 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 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 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 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 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 Collateral Agent pending payment of them to such account as the Collateral Agent shall direct.

7.5 Additional Securities Covenants

Without prejudice to any other provision in a Secured Debt Document that applies to this Debenture by virtue of this Debenture being a Secured Debt Document, the terms of Sections 5.8 (*Investment Property*) and 6.3 (*Pledged Securities*) of the 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 Collateral Agent or any Secured party under any Secured Debt Document.
- (b) Without prejudice to any other provision in a Secured Debt Document that applies to this Debenture by virtue of this Debenture being a Secured Debt 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 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 Collateral Agent, when a Credit Agreement Event of Default or an Actionable Default is continuing, each Chargor shall execute a legal assignment of the Book Debts to the Collateral Agent on such terms as the 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 Collateral Agent, that Chargor shall notify the 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 Secured Debt Document that applies to this Debenture by virtue of this Debenture being a Secured Debt Document, the terms of Section 5.10 (*Intellectual Property*) of the 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 Chargor shall, subject to any restrictions in the Secured Debt 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 a Credit Agreement Event of Default or other Actionable Default and during continuation thereof, without limiting other remedies available to the Collateral Agent, the Collateral Agent may prevent withdrawals or other dispositions of any Account Proceeds.

10.3 **Control by Collateral Agent**

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

11. **WHEN SECURITY BECOMES ENFORCEABLE**

Upon the occurrence of a Credit Agreement Event of Default or other Actionable Default and during continuation thereof, the Security created pursuant to this Debenture shall be immediately enforceable and the 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 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 COLLATERAL AGENT**

12.1 **Power to remedy**

- (a) Upon the occurrence of a Credit Agreement Event of Default or other Actionable Default and during continuation thereof, the 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 Collateral Agent and its agents to do all things that are necessary or desirable for that purpose.
- (c) Any monies expended by the Collateral Agent in remedying a breach by a Chargor of its obligations contained in this Debenture shall be reimbursed by that Chargor to the Collateral Agent and shall carry interest in accordance with Section 7.1(c) of the Pledge and Security Agreement.

12.2 **Exercise of rights**

- (a) The rights of the Collateral Agent under Clause 12.1(a) (*Power to remedy*) are without prejudice to any other rights of the Collateral Agent under this Debenture. The exercise of any rights of the Collateral Agent under this Debenture shall not make the Collateral Agent liable to account as a mortgagee in possession.
- (b) The 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 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 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 Secured Debt Document, the 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 Secured Debt Document, in its absolute discretion.

12.3 **Protection of interests**

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

12.4 **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 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 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 any other Secured Debt Document), the Collateral Agent may open a new account for the relevant Chargor in the Collateral Agent's books. Without prejudice to the 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 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 Collateral Agent gives express written notice to the contrary to the relevant Chargor, all payments made by the relevant Chargor to the 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 Collateral Agent.

12.6 Indulgence

The 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 Collateral Agent under or in connection with the Secured Debt 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 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 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 Collateral Agent; and
 - (ii) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.
- (c) The 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 Collateral Agent and a purchaser from the Collateral Agent, arise on and be exercisable at any time after the execution of this Debenture, but 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 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 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 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 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 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 Collateral Agent to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Collateral Agent, be due from the relevant Chargor to the Collateral Agent on current account and shall bear interest at the default rate of interest specified in the 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 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 Collateral Agent, a Receiver or Delegate is purporting to exercise, pursuant to any Secured Debt 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 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 Collateral Agent, any other Secured Party, any Receiver or any Delegate.

13.5 Privileges

Each Receiver and the 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 Collateral Agent.

15. POWERS OF RECEIVER

15.1 General

- (a) Any Receiver appointed by the 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 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 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 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 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 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 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 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 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 Collateral Agency and Intercreditor Agreement.

17.2 Appropriation

- (a) Neither the 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 Collateral Agency and Intercreditor Agreement and neither the 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 Collateral Agency and Intercreditor Agreement.

17.3 Suspense account

- (a) All monies received by the Collateral Agent, a Receiver or a Delegate under this Debenture:
 - (i) may, at the discretion of the 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 Credit Agreement; and
 - (iii) may be held in that account for so long as the 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 Collateral Agency and Intercreditor Agreement and neither the 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 Collateral Agency and Intercreditor Agreement.

18. POWER OF ATTORNEY

18.1 Appointment of attorneys

By way of security, each Chargor irrevocably appoints the 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 a Credit Agreement 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 to which it is a party (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 Collateral Agent, any Receiver or any Delegate in relation to the Secured Assets or under any Secured Debt 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 Secured Debt Document that applies to this Debenture by virtue of this Debenture being a Secured Debt Document, the terms of Section 8.15(b) (*Releases*) of the Pledge and Security Agreement shall apply to this Debenture, *mutatis mutandis*.

19.2 Security Period

On the Pledge and Security Termination Date (but not otherwise), all Security granted pursuant to this Debenture shall automatically terminate and the Collateral Agent shall promptly, at the request and cost of any 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 relevant Chargor.

20. ASSIGNMENT AND TRANSFER

20.1 Assignment by Collateral Agent

- (a) The Collateral Agent may assign or transfer the whole or any part of the 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 Secured Debt Documents.
- (b) The Collateral Agent may disclose to any actual or proposed assignee or transferee any information about the Chargor, the Secured Assets and this Debenture that the 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 Credit Agreement or with the prior written consent of the Collateral Agent given in accordance with the Collateral Agency and Intercreditor 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 Collateral Agent may hold for any of the Secured Obligations at any time. No prior security

held by the 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 Collateral Agent discharges this Debenture in writing.

21.3 Certificates

A certificate or determination by the 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 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 Collateral Agent, subject to any consents required under Section 9.01 of the Collateral Agency and Intercreditor Agreement.

21.7 Enforcement costs and expenses

Without double-counting, Section 6.03 of the Collateral Agency and Intercreditor 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 6.04 of the Collateral Agency and Intercreditor 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 Collateral Agent and every Receiver, attorney, delegate, manager, agent or other person appointed by the 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, any other Loan Document, the Collateral Agency and Intercreditor Agreement or any other Secured Debt 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 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 Credit Agreement or the Collateral Agency and Intercreditor Agreement, 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 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 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 Credit Agreement or the Collateral Agency and Intercreditor Agreement, each Chargor shall pay (on a joint and several basis) immediately on demand to the Collateral Agent a sum equal to any liability which the 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 Collateral Agent or any Chargor hereunder shall be effected in the manner provided for in the Collateral Agency and Intercreditor 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 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 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 Collateral Agent only. As a result, the 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 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 40 Eastbourne Terrace, London, W2 6LG;
5. **McDermott Marine Construction Limited**, incorporated and registered in England and Wales with company number 02869047 whose registered office is at Maclay Murray and Spens LLP, One London Wall, London, EC2Y 5AB;
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.

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 [•] 2018 (the "**Security Agreement**"), we have assigned, subject to a proviso for re-assignment on redemption to Crédit Agricole Corporate and Investment Bank (**Collateral Agent**) as Collateral Agent for itself and certain financial institutions all our right, title and interest in and to the Agreement.

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 Collateral Agent to the contrary stating that the security constituted by the 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 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 Collateral Agent may specify from time to time.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the 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: Crédit Agricole Corporate and Investment Bank
1301 Avenue of the Americas
New York, NY 10019
United States of America
Attention: Agnes Castillo

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 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 any notice of security which we have been informed has been released and []]; 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 [•] 2018 (the "**Security Agreement**"), we have assigned, subject to a proviso for re-assignment on redemption, to Crédit Agricole Corporate and Investment Bank (**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 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 Collateral Agent to the contrary stating that the security constituted by the 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 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 Collateral Agent may specify from time to time.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the 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: Crédit Agricole Corporate and Investment Bank
1301 Avenue of the Americas
New York, NY 10019
United States of America
Attention: Agnes Castillo

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 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 of the Chargor's interest in the Insurance Policy or the proceeds of any Insurance Policy in favour of any other person [other than any notice of security which we have been informed has been released and []].

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 [•] 2018 (the "**Security Agreement**"), we have charged by way of first fixed charge to Crédit Agricole Corporate and Investment Bank (**Collateral Agent**) as Collateral Agent for 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 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 Collateral Agent and accordingly to pay all or any part of those monies to the Collateral Agent (or as it may direct) promptly following receipt of written instructions from the Collateral Agent to that effect; and
- 2 to disclose to the Collateral Agent such information relating to us and the Charged Account as the Collateral Agent may from time to time request you to provide.

By countersigning this notice, the 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 Collateral Agent also stating that the security constituted by the Security Agreement has become enforceable.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the 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 Collateral Agent:

[Attach form of acknowledgment]

Part 2- Form of acknowledgement

To: Crédit Agricole Corporate and Investment Bank
1301 Avenue of the Americas
New York, NY 10019
United States of America
Attention: Agnes Castillo

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 any notice of security which we have been informed has been released and []]; 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

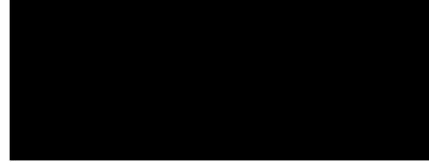
The Chargors

Executed as a deed by

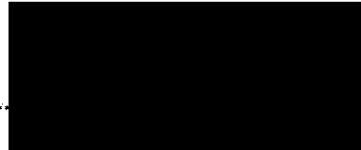
Christopher Krummel
for **CB&I UK LIMITED**, a company
incorporated in England and Wales, under a
power of attorney dated 9 May 2018 in the
presence of

.....TRACI BROWN
Address: 757 N. Eldridge Pkwy
HOUSTON, TX 77079

Occupation: PARALEGAL



Attorney



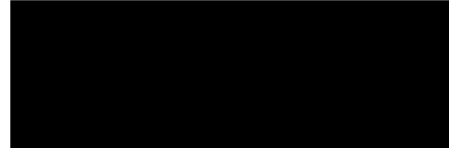
Witness

Executed as a deed by

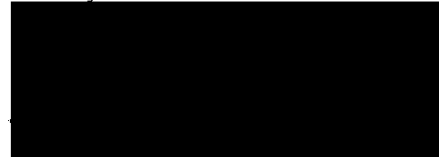
Christopher Krummel
for **LUTECH RESOURCES LIMITED**, a
company incorporated in England and Wales,
under a power of attorney dated 9 May 2018
in the presence of

.....TRACI BROWN
Address: 757 N. Eldridge Pkwy.
HOUSTON, TX 77079

Occupation: PARALEGAL



Attorney

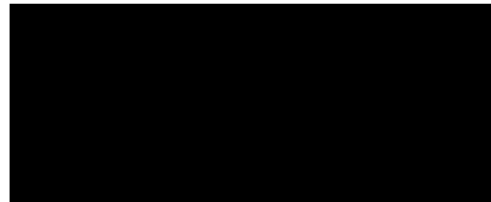


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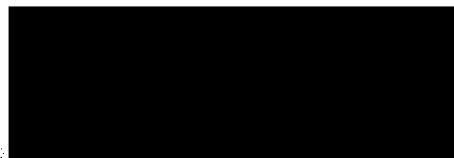
Executed as a deed by

Christopher Krummel
for **LUMMUS CONSULTANTS**
INTERNATIONAL LIMITED, a company
incorporated in England and Wales, under a
power of attorney dated 9 May 2018 in the
presence of

.....TRACI BROWN
Address: 757 N. Eldridge Pkwy
HOUSTON, TX 77079
Occupation: PARALEGAL



Attorney



Witness

Executed as a deed by

Christopher Krummel

for **MCDERMOTT MARINE
CONSTRUCTION LIMITED**, a company
incorporated in England and Wales, under a
power of attorney dated 9 May 2018 in the
presence of

.....TRACI BROWN.....

Address: 757 N. Eldridge Pkwy
HOUSTON, TX 77079

Occupation: PARALEGAL

Executed as a deed by

Christopher Krummel

for **CB&I GROUP UK HOLDINGS**, a
company incorporated in England and Wales,
under a power of attorney dated 9 May 2018
in the presence of

.....TRACI BROWN.....

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

Occupation: PARALEGAL

Executed as a deed by

Christopher Krummel

for **SHAW GROUP UK LIMITED**, a
company incorporated in England and Wales,
under a power of attorney dated 9 May 2018
in the presence of

.....TRACI BROWN.....

Address: 757 N. Eldridge Pkwy
HOUSTON, TX 77079

Occupation: PARALEGAL

Attorney

Witness

Attorney

Witness

Attorney

Witness

Executed as a deed by

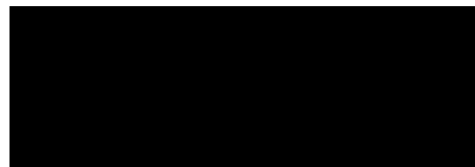
Christopher Krummel
for **MCDERMOTT HOLDINGS (U.K.)**

LIMITED, a company incorporated in
England and Wales, under a power of attorney
dated 9 May 2018 in the presence of

TRACI BROWN

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

Occupation: PARALEGAL



Attorney



Witness

Executed as a deed by

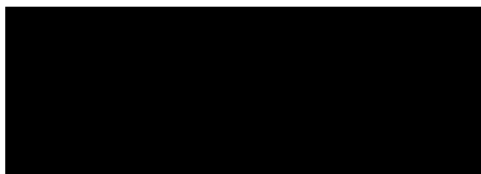
Christopher Krummel

for **AITON & CO LIMITED**, a company
incorporated in England and Wales, under a
power of attorney dated 9 May 2018 in the
presence of

TRACI BROWN

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

Occupation: PARALEGAL



Attorney



Witness

Executed as a deed by

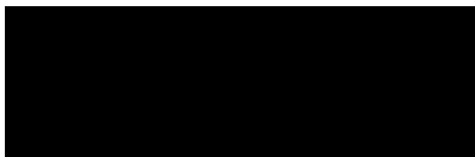
Christopher Krummel

for **CB&I CONSTRUCTORS LIMITED**, a
company incorporated in England and Wales,
under a power of attorney dated 9 May 2018
in the presence of

TRACI BROWN

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

Occupation: PARALEGAL



Attorney



Witness

Executed as a deed by

Christopher Krummel

for CB&I HOLDINGS (UK) LIMITED, a
company incorporated in England and Wales,
under a power of attorney dated 9 May 2018
in the presence of

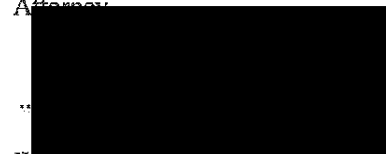
TRACI BROWN

Address: 757 N. Eldridge Pkwy
Houston, TX 77079

Occupation: PARALEGAL



Attorney



Witness

Executed as a deed by

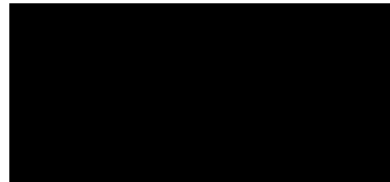
Christopher Krummel

for CB&I PADDINGTON LIMITED, a
company incorporated in England and Wales,
under a power of attorney dated 9 May 2018
in the presence of

TRACI BROWN

Address: 757 N. Eldridge Pkwy
Houston, TX 77079

Occupation: PARALEGAL



Attorney

Traci Brown

Witness

Executed as a deed by

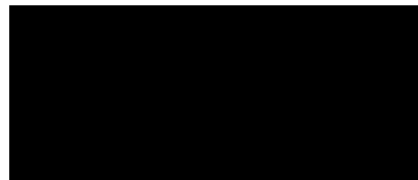
Christopher Krummel

for CB&I POWER LIMITED, a company
incorporated in England and Wales, under a
power of attorney dated 9 May 2018 in the
presence of

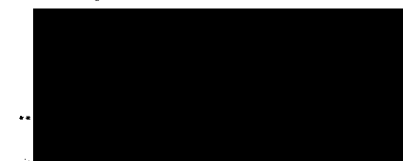
TRACI BROWN

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

Occupation: PARALEGAL



Attorney



Witness

Executed as a deed by

Christopher Krummel
for CBI UK CAYMAN ACQUISITION

LIMITED, a company incorporated in
England and Wales, under a power of attorney
dated 9 May 2018 in the presence of

.....TRACI BROWN.....

Address: 757 N. Eldridge Pkwy
HOUSTON, TX 77079

Occupation: PARALEGAL



Attorney



Witness

Executed as a deed by

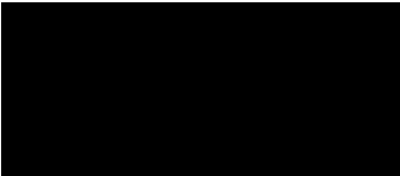
Christopher Krummel
for OXFORD METAL SUPPLY

LIMITED, a company incorporated in
England and Wales, under a power of attorney
dated 9 May 2018 in the presence of

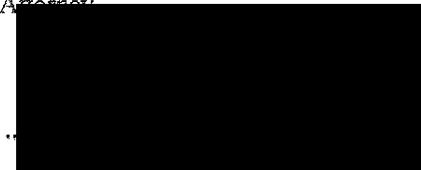
.....TRACI BROWN.....

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

Occupation: PARALEGAL



Attorney



Witness

Executed as a deed by

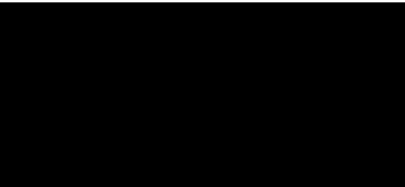
Christopher Krummel
for PIPEWORK ENGINEERING AND

DEVELOPMENTS LIMITED, a company
incorporated in England and Wales, under a
power of attorney dated 9 May 2018 in the
presence of

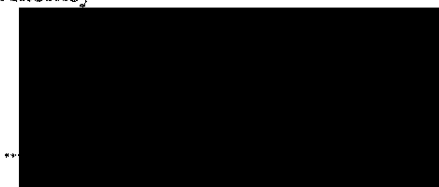
.....TRACI BROWN.....

Address: 757 N. Eldridge Pkwy
HOUSTON, TX 77079

Occupation: PARALEGAL



Attorney



Witness

Executed as a deed by

Christopher Krummel

for **SHAW DUNN LIMITED**, a company
incorporated in England and Wales, under a
power of attorney dated 9 May 2018 in the
presence of

TRACI BROWN

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

Occupation: PARALEGAL

Attorney

Witness

Executed as a deed by

Christopher Krummel

for **WHESOE PIPING SYSTEMS
LIMITED**, a company incorporated in
England and Wales, under of power of
attorney dated 9 May 2018 in the presence of

TRACI BROWN

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

Occupation: PARALEGAL

Attorney

Witness

Executed as a deed by

Christopher Krummel

for **CB&I LONDON**, a company
incorporated in England and Wales, under a
power of attorney dated 9 May 2018 in the
presence of

TRACI BROWN

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

Occupation: PARALEGAL

Attorney

Witness

The Collateral Agent

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



Name: **Page Dillehunt**
Title: **Managing Director**



.....
Name:
Title: **Michael D. Willis**
Managing Director