Companies House

MR01(ef)

Registration of a Charge

Company Name: **TM PROPERTY SEARCHES LIMITED**
Company Number: **03775703**

Received for filing in Electronic Format on the: **03/05/2022**

XB385PWZ

Details of Charge

Date of creation: **28/04/2022**

Charge code: **0377 5703 0003**

Persons entitled: **ARES CAPITAL CORPORATION (AS COLLATERAL AGENT FOR ITSELF AND THE OTHER SECURED PARTIES)**

Brief description: **NOT APPLICABLE**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **CATRIONA SEVERNS**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3775703

Charge code: 0377 5703 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th April 2022 and created by TM PROPERTY SEARCHES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd May 2022 .

Given at Companies House, Cardiff on 4th May 2022

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

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

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EXECUTION VERSION

28 **April 2022**

The Companies listed in Schedule 1 (*Initial Chargors*)

(as Initial Chargors)

and

ARES CAPITAL CORPORATION

(as Collateral Agent)

DEBENTURE

LATHAM&WATKINS

www.lw.com

I certify that save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration in accordance with section 859A of the Companies Act 2006, is a correct copy of the original security instrument.

Signature: Catriona Severns
Name: Catriona Severns
Title: Solicitor
Date: 28 April 2022

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FORM OF SECURITY ACCESSION DEED

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THIS DEED is made on 28 April 2022

BETWEEN:

(1) **THE COMPANIES** listed in Schedule 1 (*Initial Chargors*) (each an "**Initial Chargor**" and together the "**Initial Chargors**"); and

(2) **ARES CAPITAL CORPORATION,** as security trustee and collateral agent for itself and the other Secured Parties (the "**Collateral Agent**").

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this Debenture:

"**Accounts**" means all present and future accounts opened or maintained by the Chargors, including but not limited to the accounts, if any, set out in Schedule 4 (*Bank Accounts*) of this Debenture or any or any Security Accession Deed (and any renewal or re-designation of such account(s)), in each case, together with the debt or debts represented thereby;

"**Account Notice**" means a notice substantially in the form set out in Part 3 of Schedule 6 (*Forms of Notices*);

"**Assigned Agreements**" means the Intra-Group Debt Documents and any other agreement designated as an Assigned Agreement by any Chargor and the Collateral Agent;

"**Borrower**" means Dye & Durham Corporation, an Ontario corporation;

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

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

"**Counterparty Notice**" means a notice substantially in the form set out in Part 1 of Schedule 6 (*Forms of Notices*);

"**Credit Agreement**" means the New York law governed financing agreement dated 3 December 2021 (as may be amended and/or restated, supplemented or modified from time to time) by and among, the Borrower and Ares Capital Corporation as administrative agent and collateral agent;

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

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

"**Group**" means Holdings and each of its Subsidiaries;

"**Holdings**" means Dye & Durham Limited, an Ontario corporation;

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"**Insurance Notice**" means a notice substantially in the form set out in Part 2 of Schedule 6 (*Forms of Notices*);

"**Insurance Policies**" means all present and future policies of insurance held by, or written in favour of, a Chargor or in which it is otherwise interested, including but not limited to the policies of insurance, if any, specified in Schedule 5 (*Insurance Policies*) or any Security Accession Deed, but excluding such policies of insurance to the extent the beneficiary thereof is a third party and not a Chargor;

"**Intellectual Property**" means all present and future patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow, trade secrets and other intellectual property rights and interests, whether registered or unregistered, and the benefit of all applications and rights to use such assets which may now or in the future subsist, including but not limited to the intellectual property, if any, specified in Schedule 3 (*Intellectual Property*) or any Security Accession Deed;

"**Intra-Group Debt Documents**" means all documents or other instruments evidencing the terms of all present and future intra-group loans entered into between any Chargor as lender and any member of the Group as borrower and all other receivables owing to any Chargor by any member of the Group;

"**Investment**" means, with the exception of Non-Material Shares, all present and future stock, share, debenture, loan stock, securities, bonds, certificates of deposits, options, warrants, interest in any investment fund or investment scheme and any other comparable investment (including all warrants, options and any other rights to subscribe for, convert into or otherwise acquire these investments), including but not limited to the investments as specified in Schedule 2 (*Shares and Investments*) or any Security Accession Deed (including, unless the context otherwise requires, the Shares), in each case whether owned directly by or to the order of a Chargor or by any trustee, fiduciary, nominee or clearance system on its behalf (including all rights against any such trustee, fiduciary, nominee or clearance system);

"**Loan Documents**" means a Loan Document as defined in the Credit Agreement;

"**Non-Material Shares**" means all Shares and/or Investments issued by another member of the Group other than a wholly-owned Material Subsidiary;

"**Other Debts**" means all present and future book debts and other debts and monetary claims (other than Trading Receivables) owing to a Chargor;

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

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

(a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor or any other member of the Group;

(b) sells, transfers or otherwise disposes of any of its receivables on recourse terms;

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

(d) enters into any other preferential arrangement having a similar effect,

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

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"**Receiver**" means a receiver, receiver and manager or administrative receiver appointed under this Debenture;

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

"**Secured Obligations**" means the Secured Obligations as defined in the Credit Agreement;

"**Secured Parties**" means the Secured Parties as defined in the Credit Agreement;

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

"**Security Accession Deed**" means a deed executed by a member of the Group substantially in the form set out in Schedule 7 (*Form of Security Accession Deed*), with those amendments which the Collateral Agent may approve or reasonably require;

"**Shares**" means, with the exception of Non-Material Shares, all present and future shares owned by a Chargor in its Subsidiaries incorporated in England and Wales including but not limited to the shares, if any, specified in Schedule 2 (*Shares and Investments*);

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

"**Trading Receivables**" means all present and future book and other debts arising in the ordinary course of trading owing to a Chargor having an aggregate principal amount in excess of the sterling equivalent of C$10,000,000 individually and the sterling equivalent of C$30,000,000 in the aggregate owed to such Chargor; and

"**Trust Property**" means:

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

(b) all obligations expressed to be undertaken by a Loan Party to pay amounts in respect of its liabilities to the Collateral Agent as trustee for the Secured Parties and secured by the Transaction Security together with all representations and warranties expressed to be given by a Loan Party in favour of the Collateral Agent as trustee for the Secured Parties;

(c) the Collateral Agent's interest in any trust fund created pursuant to any turnover of receipt provisions in any Loan Documents; and

(d) any other amounts or property, whether rights, entitlements, choses in action or otherwise, actual or contingent, which the Collateral Agent is required by the terms of the Loan Documents to hold as trustee on trust for the Secured Parties.

1.2 **Construction**

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

(a) an "**agreement**" includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);

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(b) an "**amendment**" includes any amendment, supplement, variation, novation, modification, replacement or restatement and "**amend**", "**amending**" and "**amended**" shall be construed accordingly;

(c) "**assets**" includes present and future properties, revenues and rights of every description;

(d) "**including**" means including without limitation and "**includes**" and "**included**" shall be construed accordingly;

(e) "**losses**" includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and "**loss**" shall be construed accordingly;

(f) a "**person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing; and

(g) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3 **Other References**

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

(i) any Secured Party, Chargor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors in title, permitted assignees and transferees and in the case of the Collateral Agent, any person for the time being appointed as Collateral Agent or Collateral Agents in accordance with the Loan Documents;

(ii) any Loan Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended (howsoever fundamentally and whether or not such amendment results in new and / or more onerous obligations and liabilities), including by way of a change in the purpose of the facilities, or by way of a refinancing, deferral or extension of the facilities or by way of an addition or increase of or other changes to the facilities or other obligations or liabilities under the agreements or accession or retirement of the parties to the agreements;

(iii) any clause or schedule is a reference to, respectively, a clause of and schedule to this Debenture and any reference to this Debenture includes its schedules; and

(iv) a provision of law is a reference to that provision as amended or re-enacted.

(b) The index to and the headings in this Debenture are inserted for convenience only and are to be ignored in construing this Debenture.

(c) Words importing the plural shall include the singular and vice versa.

1.4 **Incorporation by reference**

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

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1.5 **Miscellaneous**

(a) The terms of the documents under which the Secured Obligations arise and of any side letters between any Chargor and any Secured Party relating to the Secured Obligations are incorporated in this Debenture to the extent required for any purported disposition of the Charged Property contained in this Debenture to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

(b) Subject to sub-paragraph (c) below, notwithstanding any other provision of this Debenture, in respect of any floating charge created by this Debenture, the obtaining of a moratorium under Part A1 of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing the floating charge created by this Debenture to crystallise or be an event causing restrictions which would not otherwise apply to be imposed on the disposal of property by any Chargor or be a ground for the appointment of a Receiver.

(c) Sub-paragraph (b) above does not apply to any floating charges referred to in sub-section (4) of section A52 of Part A1 of the Insolvency Act 1986.

(d) The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Debenture and no rights or benefits expressly or impliedly conferred by this Debenture shall be enforceable under that Act against the Parties by any other person.

(e) The Parties hereto intend that this document shall take effect as a deed notwithstanding that a Party may only execute this document under hand.

(f) Section 10.23 (*Acknowledgment and Consent to Bail-In of Affected Financial Institutions*) of the Credit Agreement will be deemed to be set out in full in this Debenture, but as if references in that section to "Loan Documents" and other similar expressions were references to this Debenture.

(g) The liabilities and obligations of each Chargor under this Debenture are joint and several. Each Chargor agrees to be bound by this Debenture notwithstanding that any other Chargor which was intended to sign or be bound by this Debenture did not so sign or is not bound by this Debenture.

(h) To the extent an indemnity contained in this Debenture or any Security Accession Deed is also contained in another Loan Document or guarantee, collateral, security document or other document (a "**Repeated Clause**"), the Repeated Clause shall not provide for a double recovery by the Collateral Agent in respect of the same amount.

(i) Nothing in this Debenture or any Security Accession Deed shall restrict any transaction which is permitted under the Credit Agreement,

1.6 **Declaration of trust**

(a) The Collateral Agent hereby accepts its appointment as agent and trustee by the Secured Parties and declares (and each of the Chargors hereby acknowledges) that the Trust Property is held by the Collateral Agent as a trustee for and on behalf of the Secured Parties on the basis of the duties, obligations and responsibilities set out in the Credit Agreement.

(b) Section 1 of the Trustee Act 2000 shall not apply to the duties of the Collateral Agent in relation to the trusts created by this Debenture or any other Loan Document. In

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performing its duties, obligations and responsibilities, the Collateral Agent shall be considered to be acting only in a mechanical and administrative capacity or as expressly provided in this Debenture and the other Loan Documents.

(c) In acting as trustee for the Secured Parties under this Debenture, the Collateral Agent shall be regarded as acting through its trustee division which shall be treated as a separate entity from any other of its divisions or departments. Any information received by some other division or department of the Collateral Agent may be treated as confidential and shall not be regarded as having been given to the Collateral Agent's trustee division.

2. COVENANT TO PAY

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

(b) Every payment by a Chargor or another member of the Group of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with any Loan Document or guarantee, collateral, security document or other document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in paragraph (a) above.

3. CHARGING PROVISIONS

3.1 Specific Security

Subject to Clause 3.5 (*Property Restricting Charging*), each Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Collateral Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest by way of first fixed charge:

(a) all of its rights, title and interest in the Intellectual Property;

(b) all of its rights, title and interest in the Equipment;

(c) all the Investments, Shares and all corresponding Related Rights;

(d) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;

(e) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;

(f) all monies from time to time standing to the credit of the Accounts (including any interest and other sums accruing thereon), together with all of its rights, title and interest in, and benefits and proceeds deriving from or arising in connection with, the Accounts;

(g) all of its goodwill and uncalled capital; and

(h) if not effectively assigned by Clause 3.2 (*Security Assignment*), all its rights, title and interest in (and proceeds and claims under) the Insurance Policies and the Assigned Agreements,

and includes, in respect of each of the above charged assets (as appropriate), the benefit of all licences, consents and agreements held by each Chargor in connection with the use of the asset,

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any monies or income paid or payable in respect of the asset, any proceeds of the sale of the asset and any other property, rights or claims relating to, accruing to or deriving from the asset.

3.2 **Security Assignment**

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

(a) the Insurance Policies; and

(b) the Assigned Agreements,

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

3.3 **Floating Charge**

(a) As further continuing security for the payment of the Secured Obligations, each Chargor charges with full title guarantee in favour of the Collateral Agent by way of first floating charge all its present and future assets, undertakings and rights.

(b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Debenture.

3.4 **Conversion of Floating Charge**

(a) The Collateral Agent may, by notice to any Chargor, convert the floating charge created under this Debenture into a fixed charge with immediate effect as regards those assets specified in the notice, if:

(i) an Event of Default has occurred and is continuing; or

(ii) the Collateral Agent is of the reasonable view that any asset charged under the floating charge created under this Debenture is in danger of being seized or sold under any form of distress, attachment, execution or other legal process; or

(iii) the Collateral Agent reasonably considers that it is necessary in order to protect the priority, value or enforceability of the Security created under this Debenture.

(b) The floating charge created under this Debenture will automatically (without notice) and immediately be converted into a fixed charge over all the assets of a Chargor which are subject to the floating charge created under this Debenture, if:

(i) the members of that Chargor pass any resolution for its winding-up, dissolution, or a compromise, assignment or arrangement with any creditor;

(ii) that Chargor creates, or purports to create, Security (except as permitted by the Loan Documents or with the prior consent of the Collateral Agent) on or over any asset which is subject to the floating charge created under this Debenture;

(iii) there is entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States or any Debtor Relief Laws (as each such term is defined in the Credit Agreement);

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(iv) any third party takes any step with a view to levying distress, attachment, execution or other legal process against any such asset;

(v) any person (entitled to do so) gives notice of its intention to appoint an administrator to any Chargor or files such a notice with the court; or

(vi) if any other floating charge created by that Chargor crystallises for any reason.

3.5 **Property Restricting Charging**

(a) There shall be excluded from the charge created by Clause 3.1 (*Specific Security*) and from the operation of Clause 4 (*Further Assurance*) any asset situated in a jurisdiction other than Canada, the United Kingdom, Australia, the United States of America and the jurisdictions of organisation or incorporation of each Loan Party.

(b) There shall be excluded from the security created by Clauses 3.1 (*Specific Security*) and 3.2 (*Security Assignment*) and from the operation of Clauses 4 (*Further Assurance*), 5 (*Negative Pledge*), 6 (*Representations and Warranties*), 7 (*Protection of Security*), 8 (*Undertakings*), 9 (*Collateral Agent's Power to Remedy*) and 11.8 (*Bank Accounts*), any Excluded Assets (as defined in the Credit Agreement).

4. FURTHER ASSURANCE

(a) The covenants set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in sub-clause 4(b) and (c) below.

(b) Each Chargor shall promptly (and at its own expense) do all such acts (including payment of all stamp duties or fees) or execute or re-execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions on terms equivalent or similar to those set out in this Debenture) as the Collateral Agent may reasonably specify (and in such form as the Collateral Agent may reasonably require):

(i) to perfect the Security created or intended to be created under or evidenced by this Debenture (which may include the execution or re-execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this Debenture) or for the exercise of any rights, powers and remedies of the Collateral Agent, any Receiver or the other Secured Parties provided by or pursuant to this Debenture or by law; and/or

(ii) once the Security created pursuant to this Debenture has become enforceable in accordance with Clause 11 (*Enforcement of Security*), to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under this Debenture.

(c) Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Collateral Agent or the Secured Parties by or pursuant to this Debenture.

5. NEGATIVE PLEDGE

No Chargor may:

(a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property; or

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(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 3.3 (*Floating Charge*) on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so,

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

6. REPRESENTATIONS AND WARRANTIES

6.1 General

Each Chargor represents and warrants to the Collateral Agent as set out in this Clause 6 on the date of this Debenture or, if applicable, the date of any Security Accession Deed it is party to, unless expressed to be given on a specific date in this Clause 6. Notwithstanding anything to the contrary in this Debenture, to the extent any provision of this Debenture or the Credit Agreement excludes any assets from the scope of the Security created by this Debenture, or from any requirement to take any action to perfect any security interest in favour of the Collateral Agent in the Security, the representations, warranties and undertakings made by any relevant Chargor in this Debenture with respect to the creation, perfection or priority (as applicable) of the security interest granted in favour of the Collateral Agent, including, but not limited to this Clause 6, shall be deemed not to apply to such excluded assets.

6.2 Shares

It is the legal and beneficial owner of the Shares identified against its name in Schedule 2 (*Shares and Investments*) or, if applicable, the corresponding schedule under any Security Accession Deed which represent the entire issued share capital of the relevant Subsidiaries and all of those Shares are fully paid.

6.3 Bank Accounts

It is the legal and beneficial owner of the Accounts. It has full power to establish and maintain the Accounts and to enter into and deliver and to create the Security constituted by this Debenture.

6.4 Persons with Significant Control regime

(a) It has not issued and does not intend to issue any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of any Shares which constitute Charged Property.

(b) It has not received any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of any Shares which constitute Charged Property.

7. PROTECTION OF SECURITY

7.1 Title Documents

(a) Each Chargor will deposit with the Collateral Agent (or as it shall direct):

(i) promptly and in any case within five Business Days of the date of this Debenture (in the case of the Initial Chargors) and the date of the relevant Security Accession Deed it is party to (in the case of any other Chargor) or, if later, from the date such Shares or Investments are acquired all stock and share certificates and other documents of title relating to the Shares and Investments together with stock transfer forms executed in blank and left undated on the basis that the Collateral Agent shall be able to hold such documents of title and

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stock transfer forms until the Secured Obligations have been irrevocably and unconditionally discharged in full and shall be entitled, at any time following the occurrence of an Event of Default which is continuing to complete, under its power of attorney given in this Debenture, the stock transfer forms on behalf of the relevant Chargor in favour of itself or such other person as it shall select; and

(ii) following an Event of Default which is continuing, all other documents relating to the Charged Property which the Collateral Agent may from time to time reasonably require.

(b) The Collateral Agent may retain any document delivered to it under this Clause 7.1 or otherwise until the Security created under this Debenture is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the relevant Chargor require that the document be redelivered to it and the relevant Chargor shall promptly comply (or procure compliance) with that notice.

(c) Any document required to be delivered to the Collateral Agent under paragraph (a) (above) which is for any reason not so delivered or which is released by the Collateral Agent to a Chargor shall be held on trust by the relevant Chargor for the Collateral Agent.

7.2 **Receivables and Bank Accounts**

(a) Each Chargor shall:

(i) as agent for the Collateral Agent, collect all Trading Receivables and Other Debts charged to the Collateral Agent under this Debenture or any Security Accession Deed, pay the proceeds into an Account promptly upon receipt and, pending such payment, hold those proceeds on trust for the Collateral Agent;

(ii) not charge, factor, discount or assign any of the Trading Receivables or Other Debts in favour of any person, or purport to do so unless permitted by the Credit Agreement or with the prior consent of the Collateral Agent; and

(iii) where the relevant Account is not maintained with the Collateral Agent, promptly (and in any case within two Business Days) following the occurrence of an Event of Default that is continuing serve an Account Notice on the bank with whom the Account is maintained and use reasonable endeavours to procure that such bank signs and delivers to the Collateral Agent an acknowledgement substantially in the form of the schedule to the Account Notice or such other form specific to such bank and approved by the Collateral Agent within 20 Business Days of the occurrence of an Event of Default that is continuing. If the relevant Chargor has used its reasonable endeavours to procure such acknowledgment within the 20 Business Day time period specified therein, but the relevant counterparty has refused or failed to provide such acknowledgment within that time period then the relevant Chargor's obligation to obtain such acknowledgment will terminate.

(b) Following the occurrence of an Event of Default which is continuing, no Chargor may withdraw all or any monies from time to time standing to the credit of any Account except with the prior consent of the Collateral Agent.

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7.3 **Insurance Policies and Assigned Agreements**

Each Chargor will promptly (and in any case within two Business Days) following the occurrence of an Event of Default that is continuing give notice to the other party to each Insurance Policy and Assigned Agreement that it has assigned or charged its right under the relevant policy or agreement to the Collateral Agent under this Debenture. Such notice will be a Counterparty Notice, except in the case of the Insurance Policies where it will be an Insurance Notice. Each relevant Chargor will use all reasonable endeavours to procure that the relevant counterparty or insurer signs and delivers to the Collateral Agent an acknowledgement substantially in the form of that set out in the schedule to the relevant notice within 20 Business Days of the occurrence of an Event of Default that is continuing. If the relevant Chargor has used its reasonable endeavours to procure such acknowledgment within the 20 Business Day time period specified therein, but the relevant counterparty has refused or failed to provide such acknowledgment within that time period then the relevant Chargor's obligation to obtain such acknowledgment will terminate.

7.4 **Registration of Intellectual Property**

(a) Notwithstanding anything to the contrary in this Debenture, Clauses 7.4(b) and 7.4(c) below do not apply in respect of any Excluded Assets or any Intellectual Property in respect of which a failure to comply with Clauses 7.4(b) and 7.4(c) below would not have or be reasonably expected to have a Material Adverse Effect.

(b) If requested by the Collateral Agent in writing, the Chargors shall, as soon as reasonably practicable, and in any event within 30 Business Days of such request, draft, execute, complete, and file all documents, pay all fees and do all other things necessary or required in order to perfect and record the particulars of this Debenture or any Security Accession Deed to which it is party and the Secured Parties' interest in the Intellectual Property with any national or supra national Intellectual Property registry, office or authority at which any Intellectual Property is registered or applied for ("**IP Perfection Filings**").

(c) Without prejudice to the Chargors' obligations in Clause 7.4(a), where the Chargors fail to comply with any request submitted in accordance with Clause 7.4(b), the Collateral Agent shall have the option (at the cost of the Chargors), but not the obligation, to carry out the IP Perfection Filings and shall notify the relevant Chargor if it wishes to do so. Each Chargor as registered proprietor or applicant hereby irrevocably grants a power of attorney, by way of security, to the Collateral Agent (and as such appoints the Collateral Agent to be its attorney with full power to appoint substitutes and to delegate) to carry out any IP Perfection Filings in its name and on its behalf, including to execute and deliver and otherwise perfect any document.

8. UNDERTAKINGS

8.1 **General**

(a) Each Chargor undertakes to the Collateral Agent in the terms of this Clause 8 from the date of this Debenture or any Security Accession Deed it is party to and for so long as any of the Secured Obligations are outstanding.

(b) Each Chargor will observe and perform all covenants and stipulations from time to time affecting the Charged Property, make all payments, carry out all registrations or renewals and generally take all steps which are necessary to preserve, maintain and renew when necessary all of the Charged Property, where failure to do so has or is reasonably likely to have a Material Adverse Effect.

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(c) Each Chargor will keep all Equipment which forms part of the Charged Property in good and substantial repair (fair wear and tear excepted) and, where applicable, in good working order.

8.2 **Voting and Distribution Rights**

(a) Unless and until an Event of Default shall have occurred and be continuing under (i) Section 8.01(a) of the Credit Agreement or (ii) Section 8.01(f) of the Credit Agreement, and the Collateral Agent shall have provided notice to the Borrower (which may be contemporaneous) that it is exercising its accelerations rights under Section 8.02 of the Credit Agreement or (iii) under any other provision of Section 8.01 of the Credit Agreement and in the case of this Clause (ii) the Collateral Agent shall have provided ten Business Days' prior written notice to the Borrower that the rights of the Chargors under this Clause 8.2(a) are being suspended:

(i) each Chargor shall be entitled to receive and retain all dividends, distributions and other monies paid on or derived from its Shares and Investments; and

(ii) each Chargor shall be entitled to exercise all voting and other rights and powers attaching to its Shares and Investments provided that it shall not exercise any such voting rights or powers in a manner which would prejudice the interests of the Secured Parties under this Debenture or materially adversely affect the validity, enforceability or existence of the Charged Property or the Security created under this Debenture.

(b) Upon the occurrence and during the continuance of an Event of Default, after the Collateral Agent shall have notified the Borrower of the suspension of the Chargor's rights under Clause 8.2(a), all voting rights in respect of the Shares and Investments shall be exercised by the Chargors as directed by the Collateral Agent (in order to preserve and/or realise the value of the security), unless the Collateral Agent has notified the Chargors in writing that it wishes to gives up this right.

(c) Upon the occurrence and continuance of an Event of Default, after the Collateral Agent shall have notified the Borrower of the suspension of the Chargors' rights under Clause 8.2(a), each Chargor shall hold any dividends, distributions and other monies paid on or derived from the Shares and Investments on trust for the Secured Parties and pay the same to, or as directed by, the Collateral Agent.

(d) If, at any time, any Shares or Investments are registered in the name of the Collateral Agent or its nominee, the Collateral Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Shares or Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Shares or Investments.

(e) After all Events of Default have been cured or waived, the Collateral Agent shall promptly repay to each Chargor (without interest) all dividends, interest, principal or other distributions that such Chargor would otherwise be permitted to retain pursuant to the terms of Clause 8.2(a) and that remain in such account.

(f) After all Events of Default have been cured or waived, each Chargor shall have the exclusive right to exercise the voting and other rights and powers attaching to its Shares

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and Investments that such Chargor would otherwise be entitled to exercise pursuant to the terms of Clause 8.2(a)(ii) above.

8.3 **Persons with Significant Control regime**

(a) In respect of any Shares which constitute Charged Property, the relevant Chargor shall promptly:

(i) notify the Collateral Agent of its intention to issue, or its receipt of, any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 and provide to the Collateral Agent a copy of any such warning notice or restrictions notice;

(ii) respond to that notice within the prescribed timeframe; and

(iii) provide to the Collateral Agent a copy of the response sent/received in respect of such notice.

(b) For the purposes of withdrawing any restrictions notice or for any application to the court under Schedule 1B of the Companies Act 2006, the relevant Chargor shall (and shall ensure that the relevant members of the Group will) provide such assistance as the Collateral Agent may reasonably request in respect of any Shares which constitute Charged Property and provide the Collateral Agent with all information, documents and evidence that it may reasonably request in connection with the same.

9. COLLATERAL AGENT'S POWER TO REMEDY

9.1 Power to Remedy

If any Chargor fails to comply with any obligation set out in Clause 7 (*Protection of Security*) or Clause 8 (*Undertakings*) and that failure is not remedied to the satisfaction of the Collateral Agent within 14 days of the Collateral Agent giving notice to the relevant Chargor or the relevant Chargor becoming aware of the failure to comply, it will allow (and irrevocably authorises) the Collateral Agent or any person which the Collateral Agent nominates to take any action on behalf of that Chargor which is necessary to ensure that those obligations are complied with.

10. CONTINUING SECURITY

10.1 Continuing Security

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

10.2 Other Security

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

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11. ENFORCEMENT OF SECURITY

11.1 Enforcement Powers

For the purpose of all rights and powers implied or granted by statute, the Secured Obligations are deemed to have fallen due on the date of this Debenture. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this Debenture shall be immediately exercisable at any time upon the occurrence and during the continuance of an Event of Default (x) under (i) Section 8.01(a) of the Credit Agreement or (ii) Section 8.01(f) of the Credit Agreement, and the Collateral Agent shall have given Borrower notice (which may be contemporaneous) of its intent to exercise such rights, or (y) under any other provision of Section 8.01 of the Credit Agreement and in the case of this Clause (y) the Collateral Agent shall have given Borrower three (3) Business Days' prior written notice of its intent to exercise such rights.

11.2 Statutory Powers

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

11.3 Exercise of Powers

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Debenture, and all or any of the rights and powers conferred by this Debenture on a Receiver (whether expressly or impliedly), may be exercised by the Collateral Agent upon the occurrence and during the continuance of an Event of Default (x) under (i) Section 8.01(a) of the Credit Agreement or (ii) Section 8.01(f) of the Credit Agreement, and the Collateral Agent shall have given Borrower notice (which may be contemporaneous) of its intent to exercise such rights, or (y) under any other provision of Section 8.01 of the Credit Agreement and in the case of this Clause (y) the Collateral Agent shall have given Borrower three (3) Business Days' prior written notice of its intent to exercise such rights, irrespective of whether the Collateral Agent has taken possession or appointed a Receiver of the Charged Property.

11.4 Disapplication of Statutory Restrictions

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

11.5 Appropriation under the Financial Collateral Regulations

(a) To the extent that any of the Charged Property constitutes "financial collateral" and this Debenture and the obligations of the Chargors hereunder constitute "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (as amended) (the "**Regulations**")), the Collateral Agent shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and may exercise that right to appropriate by giving notice to the relevant Chargors at any time after an Event of Default has occurred and is continuing.

(b) The Parties agree that the value of any such appropriated financial collateral shall be: (x) in the case of securities, the price at which such securities can be disposed of by the

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Collateral Agent; and (y) in the case of any other asset, the market value of such financial collateral as determined by the Collateral Agent, in each case, in a commercially reasonable manner (including by way of an independent valuation). The Parties agree that the methods of valuation provided for in this paragraph shall constitute commercially reasonable methods of valuation for the purposes of the Regulations.

11.6 **Powers of Leasing**

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

11.7 **Fixtures**

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

11.8 **Bank Accounts**

At any time the Security created pursuant to this Debenture has become enforceable pursuant to Clause 11 (*Enforcement of Security*), the Collateral Agent may and is hereby irrevocably and unconditionally authorised, without further enquiry and without either giving notice to the Chargors or obtaining any consent, to apply the whole or part of all monies standing to the credit of the Accounts in or towards payment of the Secured Obligations.

12. RECEIVERS

12.1 **Appointment of Receiver**

(a) Subject to paragraph (c) below, at any time after the Security created pursuant to this Debenture has become enforceable pursuant to Clause 11 (*Enforcement of Security*) the Collateral Agent may by writing under hand signed by any officer or manager of the Collateral Agent, appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.

(b) Section 109(1) of the Law of Property Act 1925 shall not apply to this Debenture.

(c) The Collateral Agent is not entitled to appoint a Receiver to the extent prohibited by section 72A of the Insolvency Act 1986. The Collateral Agent is also not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986, other than in respect of a floating charge referred to in sub-section (4) of section A52 of Part A1 of the Insolvency Act 1986.

12.2 **Powers of Receiver**

Each Receiver appointed under this Debenture shall have (subject to any limitations or restrictions which the Collateral Agent may incorporate in the deed or instrument appointing it) all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this Debenture), so that the powers set out in schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether

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or not an administrative receiver. In addition, notwithstanding any liquidation of the relevant Chargor, each Receiver shall have power to:

(a) manage, develop, reconstruct, amalgamate or diversify any part of the business of the relevant Chargor;

(b) enter into or cancel any contracts on any terms or conditions;

(c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;

(d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage;

(e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions;

(f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances;

(g) exercise all voting and other rights attaching to the Shares or Investments and stocks, shares and other securities owned by the relevant Chargor and comprised in the Charged Property, but only following a written notification from either the Receiver or the Collateral Agent to the relevant Chargor stating that the Collateral Agent shall exercise all voting rights in respect of the Shares or Investments and stocks, shares and other securities owned by the relevant Chargor and comprised in the Charged Property;

(h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;

(i) appoint and discharge officers and others for any of the purposes of this Debenture and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;

(j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating to any of the Charged Property;

(k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any real property comprised in the Charged Property;

(l) purchase or acquire any land or any interest in or right over land;

(m) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this Clause 12.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Chargor for all such purposes,

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

12.3 **Receiver as Agent**

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

12.4 **Removal of Receiver**

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

12.5 **Remuneration of Receiver**

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

12.6 **Several Receivers**

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

13. APPLICATION OF PROCEEDS

13.1 **Order of Application**

All monies received or recovered by the Collateral Agent or any Receiver pursuant to this Debenture shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Credit Agreement and/or Intercreditor Agreements notwithstanding any purported appropriation by any Chargor.

13.2 **Insurance Proceeds**

At any time after the Security created pursuant to this Debenture has become enforceable in accordance with Clause 11 (*Enforcement of Security*), all monies received by virtue of any insurance maintained or effected in respect of the Charged Property shall be paid to the Collateral Agent (or, if not paid by the insurers directly to the Collateral Agent, shall be held on trust for the Collateral Agent) and shall, at the option of the Collateral Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost (any deficiency being made good by the relevant Chargor) or (except in the case of leasehold premises) in reduction of the Secured Obligations.

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

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

13.4 **Application against Secured Obligations**

Subject to Clause 13.1 (*Order of Application*) above, any monies or other value received or realised by the Collateral Agent from a Chargor or a Receiver under this Debenture may be

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applied by the Collateral Agent to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Collateral Agent may determine.

13.5 **Suspense Account**

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

14. PROTECTION OF COLLATERAL AGENT AND RECEIVER

14.1 **No Liability**

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

14.2 **Possession of Charged Property**

Without prejudice to Clause 14.1 (*No Liability*) above, if the Collateral Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

14.3 **Primary liability of Chargor**

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

14.4 **Waiver of defences**

The obligations of each Chargor under this Debenture will not be affected by an act, omission, matter or thing which, but for this Debenture, 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, any Loan Party or other person;

(b) the release of any other Loan Party or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

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(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Loan Party or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Loan Party or any other person;

(e) any amendment, novation, supplement, extension restatement (however fundamental and whether or not more onerous) or replacement of a Loan Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Loan Document or other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or security; or

(g) any insolvency or similar proceedings.

14.5 **Collateral Agent**

The provisions set out in article IX (*Administrative Agent and Other Agents*) of the Credit Agreement shall govern the rights, duties and obligations of the Collateral Agent under this Debenture.

14.6 **Delegation**

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

14.7 **Cumulative Powers**

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

15. POWER OF ATTORNEY

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

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of any rights or powers conferred on the Collateral Agent or any Receiver under this Debenture or otherwise for any of the purposes of this Debenture at any time after the occurrence and during the continuance of an Event of Default and, to the extent reasonably practicable, notice by the Collateral Agent should be given to the applicable Chargor of the Collateral Agent's intent to exercise such rights, and each Chargor covenants with the Collateral Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney but only to the extent required to remedy the relevant failure to comply.

16. PROTECTION FOR THIRD PARTIES

16.1 No Obligation to Enquire

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

(a) the right of the Collateral Agent or any Receiver to exercise any of the powers conferred by this Debenture has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or

(b) any of the Secured Obligations remain outstanding and/or are due and payable or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

16.2 Receipt Conclusive

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

17. COSTS AND EXPENSES

The parties hereto agree that the Collateral Agent shall be entitled to reimbursement of its reasonable out-of-pocket expenses incurred hereunder and indemnity for its actions in connection herewith as provided in Sections 10.04 (*Attorney Costs and* Expenses) and 10.05 (*Indemnification of Borrower*) of the Credit Agreement.

18. REINSTATEMENT AND RELEASE

18.1 Amounts Avoided

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

18.2 Discharge Conditional

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

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18.3 **Covenant to Release and Re-Assign**

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

19. CURRENCY CLAUSES

19.1 **Conversion**

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

19.2 **No Discharge**

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

20. SET-OFF

20.1 **Set-off rights**

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

20.2 **Set-off by the Collateral Agent in its capacity as Account Bank**

(a) Without prejudice to Clause 11.8 (*Bank Accounts*), the Collateral Agent may, at any time after the Security has become enforceable in accordance with Clause 11 (*Enforcement of Security*), set-off its obligations to repay the monies standing to the credit of the Accounts against the liabilities of the relevant Chargor under this Debenture whether or not the relevant account is then held on time or other deposit terms such that it is not then due for repayment from the Collateral Agent to the relevant Chargor.

(b) The Collateral Agent shall be under no obligation to repay all or any part of the monies standing to the credit of the Accounts until the Secured Obligations have been discharged in full.

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20.3 **Different Currencies**

The Collateral Agent may exercise its rights under Clause 20.1 (*Set-off rights*) and Clause 20.2 (*Set-off by the Collateral Agent in its capacity as Account Bank*) notwithstanding that the amounts concerned may be expressed in different currencies and the Collateral Agent is authorised to effect any necessary conversions at a market rate of exchange selected by it.

20.4 **Unliquidated Claims**

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

20.5 **No Set-off**

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

21. RULING OFF

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

22. REDEMPTION OF PRIOR CHARGES

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

23. NOTICES

23.1 **Communications in writing**

Any communication to be made under or in connection with this Debenture shall be made in writing and, unless otherwise stated, may be made by email or letter.

23.2 **Addresses**

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

(a) as shown immediately after its name on the execution pages of the Debenture (in the case of any person who is a party as at the date of this Debenture); or

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(b) in the case of any person who becomes a party after the date of this Debenture, notified in writing to the Collateral Agent on or prior to the date on which it becomes a party,

or any substitute address or email address as the party may notify to the Collateral Agent (or the Collateral Agent may notify to the other Parties, if a change is made by the Collateral Agent) by not less than five Business Days' notice.

23.3 **Delivery**

(a) Any communication or document made or delivered by one person to another under or in connection with this Debenture will only be effective:

(i) if by way of email, when received in legible form; or

(ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post with the postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 23.2 (*Addresses*), if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Collateral Agent will be effective only when actually received by the Collateral Agent and then only if it is expressly marked for the attention of the department or officer identified with the Collateral Agent's signature below (or any substitute department or officer as the Collateral Agent shall specify for this purpose).

24. CHANGES TO PARTIES

24.1 **Assignment by the Collateral Agent**

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

24.2 **Changes to Parties**

Each Chargor authorises and agrees to changes to parties under section 12.07 (*Assignments and Participations*) of the Credit Agreement and authorises the Collateral Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

24.3 **New Subsidiaries**

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

24.4 **Consent of Chargors**

(a) Each Chargor consents to new Subsidiaries becoming Chargors as contemplated by Clause 24.3 (*New Subsidiaries*) above.

(b) Each Chargor confirms that the execution of any Security Accession Deed by a new Subsidiary will in no way prejudice or affect the Security granted by each of them under (and the covenants given by each of them in), the Debenture and that the Debenture shall remain in full force and effect as supplemented by any such Security Accession Deed.

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(c) Each Chargor further confirms that the execution of any other supplemental security document by a Chargor will in no way prejudice or affect the Security granted by each of them under (and the covenants given by each of them in), this Debenture and that this Debenture shall remain in full force and effect as supplemented by any such supplemental security document.

25. MISCELLANEOUS

25.1 Certificates Conclusive

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

25.2 Counterparts

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

(b) Any signature (including, without limitation, (x) any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record and (y) any facsimile, E-pencil or .pdf signature) hereto through electronic means, shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

25.3 Invalidity of any Provision

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

25.4 Failure to Execute

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

25.5 Override

(a) Unless expressly stated otherwise in this Debenture, where there is a conflict between the terms of this Debenture and the Credit Agreement, the terms of the Credit Agreement shall prevail.

(b) If there is any conflict or inconsistency between any provision of this Debenture and any provision of the Intercreditor Agreements, the provision of the Intercreditor Agreements shall prevail.

26. GOVERNING LAW AND JURISDICTION

(a) This Debenture and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.

(b) The Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Debenture) (a "**Dispute**"). The Parties agree that the courts of England are the most

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appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

27. AGENT FOR SERVICE OF PROCESS

By executing this Debenture, Dye & Durham (UK) Limited is accepting to act as agent for service of process pursuant to clause 27 (*Service of Process*) of the English law governed share charge dated on or about the date of this Debenture between Dye & Durham Corporation and GlobalX Information Pty Ltd as chargors and Ares Capital Corporation as collateral agent.

IN WITNESS whereof this Debenture has been duly executed as a deed by each Initial Chargor and is delivered on the date first above written notwithstanding that the Collateral Agent may execute this Debenture by hand.

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SCHEDULE 1

INITIAL CHARGORS

Initial Chargor	**Jurisdiction**	**Registration Number**
Dye & Durham (UK) Limited	England and Wales	11844231
R-Squared Bidco Limited	England and Wales	10708732
Property Information Exchange Limited	England and Wales	06029390
Easy Convey Limited	England and Wales	03963769
Index Franchising Limited	England and Wales	07303274
Index Insure Limited	England and Wales	06194513
Index Property Searches (East Central) Limited	England and Wales	08301422
Formations Direct Limited	England and Wales	04267328
PSG Connect Limited	England and Wales	03674092
PSG Client Services Limited	England and Wales	04762434
Homeinfo UK Limited	England and Wales	05035207
Lawyer Checker Limited	England and Wales	07879507
Practical Vision Limited	England and Wales	06983855
Future Climate Info Ltd	England and Wales	08318444
Terrafirma IDC Ltd	England and Wales	09726669
GlobalX (UK) Limited	England and Wales	06983136
LegalinX Limited	England and Wales	02357470
TM Group (UK) Limited	England and Wales	05278187
TM Property Searches Limited	England and Wales	03775703
TM Search Choice Limited	England and Wales	05281723
TM Ventures Limited	England and Wales	05277941

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SCHEDULE 2

SHARES AND INVESTMENTS

Shares

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Dye & Durham (UK) Limited	Easy Convey Limited	Ordinary	1,000	£1,000
Dye & Durham (UK) Limited	Future Climate Info Ltd	Ordinary	9,700	£9,700
Dye & Durham (UK) Limited	Index Franchising Limited	Ordinary	100	£100
Dye & Durham (UK) Limited	Index Insure Limited	Ordinary	100	£100
Dye & Durham (UK) Limited	Index Property Searches (East Central) Limited	Ordinary	100	£100
Dye & Durham (UK) Limited	Lawyer Checker Limited	Ordinary	968	£968
Dye & Durham (UK) Limited	R-Squared Bidco Limited	Ordinary	1,750,000	£1,750,000
Dye & Durham (UK) Limited	Formations Direct Limited	Ordinary	2	£2
Dye & Durham (UK) Limited	Terrafirma IDC Ltd	Ordinary	100	£100
Dye & Durham (UK) Limited	TM Group (UK) Limited	Ordinary	8,157,669	£8,157,669
Dye & Durham (UK) Limited	TM Group (UK) Limited	Deferred	1,704,164	£1,704,164
GlobalX (UK) Limited	LegalinX Limited	Ordinary	300,000	£300,000
Lawyer Checker Limited	Practical Vision Limited	Ordinary	100	£100
Property Information Exchange Limited	Homeinfo UK Limited	Ordinary	1,000	£1,000
Property Information Exchange Limited	PSG Connect Limited	Ordinary	180	£180

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Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
PSG Connect Limited	PSG Client Services Limited	Ordinary	1,000	£1,000
R-Squared Bidco Limited	Property Information Exchange Limited	Ordinary	1,074,000	£1,074,000
TM Group (UK) Limited	TM Property Searches Limited	Ordinary	1	£1
TM Group (UK) Limited	TM Search Choice Limited	Ordinary	1	£1
TM Group (UK) Limited	TM Ventures Limited	Ordinary	1	£1

Investments

Name of Chargor which holds the investments	Name of issuer	Number and description of investments
None as at the date of this Debenture.		

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SCHEDULE 3

INTELLECTUAL PROPERTY

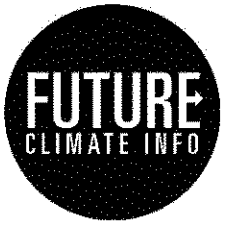
Part 1
Patent and Patent Applications

Name of Chargor	Territory	Description	Patent No. / Application No.	Date of Registration/ Application
None as at the date of this Debenture.				

Part 2
Trade Marks and Trade Mark Applications

Proprietor/ADP number	TM number	Jurisdiction / apparent status	Classes	Mark text
Formations Direct Limited	UK00002436082	UK	9	vectis vectis
Formations Direct Limited	UK00002363076	UK	35, 42	FD FD FD
Future Climate Info Ltd	UK00002460771	UK	16, 35, 36, 37, 40, 42	GreenAsap
Future Climate Info Ltd	UK00002460774	UK	16, 35, 36, 37, 40, 42	GreenAsap before you move... get the green light
Future Climate Info Ltd	UK00002460777	UK	16, 35, 36, 37, 40, 42	GreenAsap

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Proprietor/ADP number	TM number	Jurisdiction / apparent status	Classes	Mark text
Future Climate Info Ltd	UK00002460780	UK	16, 35, 36, 37, 40, 42	
Future Climate Info Ltd	UK00002460781	UK	16, 35, 36, 37, 40, 42	GREENASAP
Future Climate Info Ltd	UK00002460782	UK	16, 35, 36, 37, 40, 42	BEFORE YOU MOVE… GET THE GREEN LIGHT
Future Climate Info Ltd	UK00002460783	UK	9, 16, 41	GreenLight
Future Climate Info Ltd	UK00002460784	UK	9, 16, 41	GreenLight Report
Future Climate Info Ltd	UK00002460785	UK	9, 16, 41	GREENLIGHT REPORT
Future Climate Info Ltd	UK00002460786	UK	9, 16, 41	GREENLIGHT
Future Climate Info Ltd	UK00003062433	UK	9, 35, 37, 42, 45	 
Future Climate Info Ltd	UK00003253698	UK	9, 36, 37, 42, 45	FCI
Future Climate Info Ltd	UK00003256939	UK	9, 36, 37, 42, 45	FCI Essential
Future Climate Info Ltd	UK00003256940	UK	9, 36, 37, 42, 45	FCI Premium

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Proprietor/ADP number	TM number	Jurisdiction / apparent status	Classes	Mark text
Future Climate Info Ltd	UK00003256942	UK	9, 36, 37, 42, 45	FCI Standard
Legalinx Limited	UK00003098794	UK	35, 36, 45	
Legalinx Limited	UK00003103620	UK	35, 36	COMPANYCHEX
Legalinx Limited	UK00003103626	UK	35, 36	QUICKDOX
Legalinx Limited	UK00003103631	UK	35, 36	UKQUICKPAX
Legalinx Limited	UK00003108946	UK	35, 36	Company Docpax COMPANY DOCPAX
Legalinx Limited	UK00003120176	UK	35, 36	ICO Report
Legalinx Limited	UK00003158071	UK	35, 36	FMACheX
Legalinx Limited	UK00003163167	UK	35, 36	FMMCheX
Legalinx Limited	UK00003181186	UK	35, 36	FMAChecks
Legalinx Limited	UK00003181188	UK	35, 36	FMMChecks
Legalinx Limited	UK00003207620	UK	35, 36, 45	InspeX
Legalinx Limited	UK00003231253	UK	35, 36	SnapCheX
Legalinx Limited	UK00003292213	UK	35	BuildXchange Build Xchange
Legalinx Limited	UK00003309965	UK	9, 35	MatterFlow Matter Flow
Legalinx Limited	UK00003396752	UK	35, 36, 45	GlobalX
Legalinx Limited	UK00002613829	UK	35, 36, 45	
Legalinx Limited	UK00002613830	UK	35, 36	

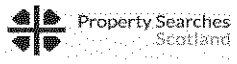
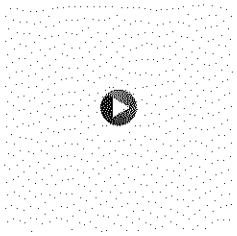
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Proprietor/ADP number	TM number	Jurisdiction / apparent status	Classes	Mark text
Legalinx Limited	UK00002613831	UK	35, 36	
Legalinx Limited	UK00002636657	UK	35	
Legalinx Limited	UK00002646394	UK	35	
Legalinx Limited	UK00003001482	UK	35	
Legalinx Limited	UK00003002733	UK	35, 36	
Property Information Exchange Limited	UK00003361675	UK	9, 35, 36, 42, 45	EUNO
Property Information Exchange Limited	UK00003435036	UK	9, 35, 36, 42, 45	evosa
Property Information Exchange Limited	UK00917988547	UK	9, 35, 36, 42, 45	EUNO
Property Information Exchange Limited	UK00003329520	UK	9, 35, 36, 38, 41, 42	MIO mio
Property Information Exchange Limited	UK00003329896	UK	9, 35, 36, 38, 41, 42	
PSG Client Services Limited	UK00002640911	UK	36	

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Proprietor/ADP number	TM number	Jurisdiction / apparent status	Classes	Mark text
PSG Connect Limited	UK00002621530	UK	36, 42	
PSG Connect Limited	UK00002601177	UK	36, 45	
PSG Connect Limited	UK00003178388	UK	35, 36, 42, 45	PSG
Terrafirma IDC LTD	UK00003162803	UK	42	TerraSearch
TM Group (UK) Limited	UK00003350027	UK	9, 35, 42, 45	tmconvey
TM Group (UK) Limited	UK00003350029	UK	9, 35, 42, 45	tmconnect

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Proprietor/ADP number	TM number	Jurisdiction / apparent status	Classes	Mark text
TM Group (UK) Limited	UK00003350032	UK	9, 35, 42	tmatomic
TM Group (UK) Limited	UK00003350035	UK	9, 35, 42	tmcore
TM Group (UK) Limited	UK00003350040	UK	9, 35, 42, 45	tmgroup
TM Group (UK) Limited	UK00003350041	UK	9, 35, 42, 45	
TM Group (UK) Limited	UK00003352077	UK	9, 35, 42, 45	

Part 3
Registered Designs and Applications for Registered Designs

Name of Chargor	Territory	Design	Patent No. / Application No.	Date of Registration/ Application
None as at the date of this Debenture.				

Part 4
Copyright Works and Unregistered Designs

Name of Chargor	Description	Date of Creation	Author
None as at the date of this Debenture.			

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SCHEDULE 4

BANK ACCOUNTS

Account Holder	Account Number	Account Bank	Account Type	Account bank branch address and sort code
Easy Convey Limited	REDACTED GBP	National Westminster Bank plc	Current Account	REDACTED 77 High Street, Godalming, Surrey GU7 1AR
Easy Convey Limited	REDACTED GBP	National Westminster Bank plc	Reserve Account	REDACTED 77 High Street, Godalming, Surrey GU7 1AR
Easy Convey Limited	REDACTED GBP	HSBC UK Bank plc	Current Account	REDACTED 26 Broad Street, Reading, Berkshire RG1 2BU
Formations Direct Limited	REDACTED GBP	Barclays Bank PLC	Current Account	REDACTED 15 Colmore Row, Birmingham B3 2BH
Formations Direct Limited	REDACTED GBP	Barclays Bank PLC	Current Account	REDACTED 58 Southampton Row, Holborn, London WC1B 4NB
Formations Direct Limited	REDACTED GBP	Barclays Bank PLC	Current Account	REDACTED 58 Southampton Row, Holborn, London WC1B 4NB
Future Climate Info Ltd	REDACTED GBP	National Westminster Bank plc	Current Account	REDACTED 43 Swan Street, West Malling, Kent ME19 6HF
Index Franchising Limited	REDACTED GBP	HSBC UK Bank plc	Business Account	REDACTED 26 High Street, Colchester, Essex CO1 1DQ
Index Insure Limited	REDACTED GBP	HSBC UK Bank plc	Business Account	REDACTED 26 High Street, Colchester, Essex CO1 1DQ

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Account Holder	Account Number	Account Bank	Account Type	Account bank branch address and sort code
Index Insure Limited	REDACTED GBP	HSBC UK Bank plc	Reserve Account	REDACTED 26 High Street, Colchester, Essex CO1 1DQ
Index Property Searches (East Central) Limited	REDACTED GBP	Santander UK plc	Current Account	REDACTED Bridle Road, Bootle, Merseyside L30 4GB
Index Property Searches (East Central) Limited	REDACTED GBP	Santander UK plc	Reserve Account	REDACTED Bridle Road, Bootle, Merseyside L30 4GB
Index Property Searches (East Central) Limited	REDACTED GBP	Santander UK plc	Reserve Account	REDACTED Bridle Road, Bootle, Merseyside L30 4GB
Index Property Searches (East Central) Limited	REDACTED GBP	HSBC UK Bank plc	Current Account	REDACTED 26 Broad Street, Reading, Berkshire RG1 2BU
Lawyer Checker Limited	REDACTED GBP	National Westminster Bank plc	Current Account	REDACTED 48 High Street, Mold, Clywd CH7 1BA
Lawyer Checker Limited	REDACTED GBP	National Westminster Bank plc	Reserve Account	REDACTED 48 High Street, Mold, Clywd CH7 1BA
Lawyer Checker Limited	REDACTED GBP	National Westminster Bank plc	Current Account	REDACTED 36 High Street, Crewe, Nantwich CW5 5GA
Legalinx Limited	REDACTED GBP	HSBC UK Bank plc	Business Account	REDACTED 28 High Street, Uxbridge UB8 1JN
Legalinx Limited	REDACTED GBP	HSBC UK Bank plc	Business Account	REDACTED 28 High Street, Uxbridge UB8 1JN

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Account Holder	Account Number	Account Bank	Account Type	Account bank branch address and sort code
Legalinx Limited	REDACTED GBP	Lloyds Bank plc	Business Account	REDACTED 31 Queen St, Cardiff CF10 2AG
Legalinx Limited	REDACTED GBP	Lloyds Bank plc	Business Account	REDACTED 31 Queen St, Cardiff CF10 2AG
Practical Vision Limited	REDACTED GBP	National Westminster Bank plc	Current Account	REDACTED 48 High Street, Mold, Clywd CH7 1BA
Practical Vision Limited	REDACTED GBP	National Westminster Bank plc	Reserve Account	REDACTED 48 High Street, Mold, Clywd CH7 1BA
Property Information Exchange Limited	REDACTED GBP	HSBC UK Bank plc	Current Account	REDACTED 26 Broad Street, Reading, Berkshire RG1 2BU
Property Information Exchange Limited	REDACTED GBP	HSBC UK Bank plc	Current Account	REDACTED 26 Broad Street, Reading, Berkshire RG1 2BU
Property Information Exchange Limited	REDACTED GBP	HSBC UK Bank plc	Client account	REDACTED 26 Broad Street, Reading, Berkshire RG1 2BU
Property Information Exchange Limited	REDACTED GBP	HSBC UK Bank plc	Prepaid account	REDACTED 26 Broad Street, Reading, Berkshire RG1 2BU
Property Information Exchange Limited	REDACTED GBP	HSBC UK Bank plc	Trust Account	REDACTED 26 Broad Street, Reading, Berkshire RG1 2BU
PSG Client Services Limited	REDACTED GBP	HSBC UK Bank plc	Current Account	REDACTED 60 Queen Victoria Street, London EC4N 4TR
PSG Client Services Limited	REDACTED GBP	HSBC UK Bank plc	Current Account	REDACTED 60 Queen Victoria Street, London EC4N 4TR

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Account Holder	Account Number	Account Bank	Account Type	Account bank branch address and sort code
PSG Connect Limited	REDACTED GBP	HSBC UK Bank plc	Current Account	REDACTED 60 Queen Victoria Street, London EC4N 4TR
PSG Connect Limited	REDACTED GBP	HSBC UK Bank plc	Current Account	REDACTED 60 Queen Victoria Street, London EC4N 4TR
R-Squared Bidco Limited	REDACTED GBP	HSBC UK Bank plc	Current Account	REDACTED 26 Broad Street, Reading, Berkshire RG1 2BU
Terrafirma IDC Ltd	REDACTED GBP	HSBC UK Bank plc	Current Account	REDACTED 30 High Street, Weston-super-Mare BS23 1JE
Terrafirma IDC Ltd	REDACTED GBP	HSBC UK Bank plc	Reserve Account	REDACTED 62 George White Street, Cabot Circus, Bristol BS1 3BA
TM Property Searches Limited	REDACTED	National Westminster Bank plc	Business Current	REDACTED 84 Commercial Road, Swindon, Wiltshire SN1 5NW
TM Property Searches Limited	REDACTED	National Westminster Bank plc	Business Reserve	REDACTED 84 Commercial Road, Swindon, Wiltshire SN1 5NW

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SCHEDULE 5

INSURANCE POLICIES

Insurer	Insured	Insured risks	Policy number
Allied World Assurance Company (Europe)	TM Group (UK) Limited	Professional Indemnity (EL)	AWCD39187
Aqueous Management Ltd	Dye & Durham (UK) Limited Index Franchising Limited Index Insure Limited Index Property Searches (East Central) Limited	Professional indemnity insurance	AQS00393920
Arch Insurance (UK) Limited	Terrafirma IDC Ltd	Professional risk/ indemnity insurance	P0016659PI2021SU1
Aviva Insurance Limited	TM Group (UK) Limited	Commercial Crime	100676023CGF
Aviva plc	GlobalX (UK) Limited Legalinx Limited	Motor Fleet	97MF18031213
Aviva plc	GlobalX (UK) Limited Legalinx Limited	Offices	97OSP3119209
AXA	TM Group (UK) Limited	Management Liability Package	RGMLP6969484
AXA Insurance UK plc	Property Information Exchange Limited PSG Client Services Limited PSG Connect Limited	Motor Fleet	HL FLE 3264461
CFC Underwriting Limited	Lawyer Checker Limited	Professional risk / indemnity insurance	ESJ0131684289
CFC Underwriting Limited	PSG Client Services Limited	Professional indemnity insurance Excess Layer	PSI002884042

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Insurer	Insured	Insured risks	Policy number
Chubb European Group SE	TM Group (UK) Limited TM Property Searches Limited TM Search Choice Limited TM Ventures Limited	Professional Indemnity Combined – (Employers / Public/Products / PI)	UKINTD24948
DUAL Corporate Risks Limited	Homeinfo UK Limited PSG Connect Limited R-Squared Bidco Limited	Professional indemnity insurance Excess Layer	PC-31445219L2
DUAL Corporate Risks Limited	Property Information Exchange Limited	Professional indemnity insurance Excess Layer	PC-29623019L2
First Title Insurance plc	Property Information Exchange Limited	Residential SRIP (up to £2m)	SRIP-60-095-000000
First Title Insurance plc	Property Information Exchange Limited	Commercial SRIP (up to £2m)	SRIP-60-094-000000
First Title Insurance plc	Property Information Exchange Limited	Residential Drainage SRIP (up to £1m)	SRIPDW(E&W)60-096-000000
First Title Insurance plc	Property Information Exchange Limited	Commercial Drainage SRIP (up to £1m)	SRIPDW(E&W)60-097-000000
First Title Insurance plc	Property Information Exchange Limited	Chancel Repair Resi up to £500k	KR(E&W)58-018-000000
First Title Insurance plc	Property Information Exchange Limited	Chancel Repair Resi £501k- £1m	KR(E&W)58-018-000000
First Title Insurance plc	Property Information Exchange Limited	Chancel Repair Commercial up to £500k	KR(E&W)58-021-000000
First Title Insurance plc	Property Information Exchange Limited	Chancel Repair Commercial £501k- £1m	KR(E&W)58-021-000000
First Title Insurance plc	Property Information Exchange Limited	Online Ordering System	Various
Great Lakes Insurance SE, UK Branch	Future Climate Info	Great Lakes - Cheshire Brine - CON29M	GESI 0034072CV
Great Lakes Insurance SE, UK Branch	Future Climate Info	Great Lakes - Chancel Search Warranty	CR 0037922GE

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Insurer	Insured	Insured risks	Policy number
Great Lakes Insurance SE, UK Branch	Future Climate Info	Great Lakes - Coal Insurance	GESI 0034071CV
Great Lakes Insurance SE, UK Branch	Future Climate Info	Great Lakes -Identified Non-Coal Minerals (CON29M)	GESI 0035019CV
Great Lakes Insurance SE, UK Branch	Future Climate Info	Great Lakes - Environmental Search Insurance Master Policy	GECL 0030628CV
Great Lakes Insurance SE, UK Branch	Terrafirma IDC Ltd	Search indemnity policy	GESI 0035553CV
HCC International Insurance Company LLC	Formations Direct Limited	Professional risk/ indemnity insurance	PI19B584820
Hiscox plc	Dye & Durham (UK) Limited Easy Convey Limited	Business insurance	PL-PSC10001507949/00
Hiscox plc	Lawyer Checker Limited	Offices	PL-PSC03001841420/08
Hiscox plc	Practical Vision Limited	Business insurance	PL-PSC03001917481/08
Markel International	Property Information Exchange Limited	Professional indemnity insurance Excess Layer	SC1908A190GR/403
MPR Underwriting	Homeinfo UK Limited PSG Connect Limited R-Squared Bidco Limited	Professional indemnity insurance Excess Layer	16121622
MPR Underwriting	Terrafirma IDC Ltd	Management Protection - Corporate	20214533
MPR Underwriting	PSG Client Services Limited	Professional indemnity insurance Excess Layer	16121623
QBE UK Limited	Formations Direct Limited	Employers' liability / commercial combined insurance	Y115983QBE0120A

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Insurer	Insured	Insured risks	Policy number
Royal & Sun Alliance Insurance plc	TM Group (UK) Limited TM Property Searches Limited	Personal Accident	PA04281832
RSA	Future Climate Info Ltd	Management Protection - Corporate	DR18242A
RSA	Future Climate Info Ltd	Professional risk/ indemnity insurance	RTT270109
Tokio Marine HCC Insurance Holdings (International) Limited	Homeinfo UK Limited PSG Connect Limited R-Squared Bidco Limited	Professional indemnity insurance	PI19K790820
Tokio Marine HCC Insurance Holdings (International) Limited	Property Information Exchange Limited	Professional indemnity insurance	PI19K555012
Tokio Marine HCC Insurance Holdings (International) Limited	PSG Client Services Limited	Professional indemnity insurance	PI19K792048
Tokio Marine HCC Insurance Holdings (International) Limited	Dye & Durham (UK) Limited Index Franchising Limited Index Insure Limited Index Property Searches (East Central) Limited	Professional indemnity insurance	PI20E872385
Towergate Assist underwritten by Tokio Marine Kiln Syndicates Limited 0510	TM Group (UK) Limited	Towergate Assist Commercial	86369290
Zurich Insurance PLC	TM Group (UK) Limited TM Property Searches Limited TM Search Choice Limited TM Ventures Limited	Professional Indemnity (EL)	AT059501

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SCHEDULE 6

FORMS OF NOTICES

Part 1
Form of Counterparty Notice

To: [insert *name and address of counterparty*]

Dated: [●]

Dear Sirs

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

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

We further notify you that:

1. the Chargor will remain liable under the Agreement to perform all the obligations assumed by it under the Agreement. None of the Collateral Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Agreement;

2. the Chargor ceases to have any right to deal with you in relation to the Agreement, and therefore from that time you should deal only with the Collateral Agent;

3. you are authorised to disclose information in relation to the Agreement to the Collateral Agent on request;

4. you must pay all monies to which the Chargor is entitled under the Agreement direct to the Collateral Agent (and not to the Chargor) unless the Collateral Agent otherwise agrees in writing; and

5. the provisions of this notice may only be revoked with the written consent of the Collateral Agent.

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

(a) you agree to the terms set out in this notice and to act in accordance with its provisions;

(b) you have not received notice that the Chargor has assigned its rights under the agreement to a third party or created any other interest (whether by way of security or otherwise) in the agreement in favour of a third party; and

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

The provisions of this notice are governed by English law.

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Yours faithfully

.....

for and on behalf of
[*insert name of Chargor*]

[*On acknowledgement copy*]

To: [*insert name and address of Collateral Agent*]

Copy to: [*insert name and address of Chargor*]

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

.....
for and on behalf of
[*insert name of Counterparty*]

Dated:

DocuSign Envelope ID: E924685A-5D8F-45EA-AD96-FF7A72B8440A

Part 2
Form of Insurance Notice

To: [*insert name and address of insurance company*]

Dated: [●]

Dear Sirs

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

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

We further notify you that:

1. the Chargor will remain liable under the Policies to perform all the obligations assumed by it under the Policies. None of the Collateral Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Policies;

2. the Chargor ceases to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Collateral Agent;

3. you are authorised to disclose information in relation to the Policies to the Collateral Agent on request; and

4. the provisions of this notice may only be revoked with the written consent of the Collateral Agent.

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

(a) you agree to act in accordance with the provisions of this notice;

(b) you [will note/have noted] the Collateral Agent's interest as first chargee on each of the Policies;

(c) you will pay all monies to which the Chargor is entitled under the Policies direct to the Collateral Agent (and not to the Chargor) unless the Collateral Agent otherwise agrees in writing;

(d) you will not cancel or otherwise allow the Policies to lapse without giving the Collateral Agent not less than 14 days written notice;

(e) you have not received notice that the Chargor has assigned its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party; and

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

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The provisions of this notice are governed by English law.

Yours faithfully

.....

for and on behalf of
[*insert name of Chargor*]

[*On acknowledgement copy*]

To: [*insert name and address of Collateral Agent*]

Copy to: [*insert name and address of Chargor*]

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

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

Dated: [●]

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Part 3
Form of Account Notice

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

Dated: [●]

Dear Sirs

Re: Security over Bank Accounts

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

1. We advise you that:

   (a) the Chargor may not make withdrawals from the Charged Accounts until such time as the Collateral Agent shall notify you (with a copy to the Chargor) in writing that their permission is given. That permission may be given or modified by the Collateral Agent in its absolute discretion at any time; and

   (b) the provisions of this notice may only be revoked or varied with the prior written consent of the Collateral Agent.

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

   (a) you agree to act in accordance with the provisions of this notice;

   (b) you have not received notice that any Customer has assigned its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;

   (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Collateral Agent; and

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

The provisions of this notice are governed by English law.

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Schedule

Chargor	Account Number	Sort Code
[●]	[●]	[●]

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Yours faithfully,

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

Counter-signed by

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

[*On acknowledgement copy*]

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

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

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

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

Dated: [●]

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SCHEDULE 7

FORM OF SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on [●]

BETWEEN:

(1) [●], a company [[incorporated]/[organised]] in [●] with registered number [●] (the "**New Chargor**"); and

(2) [●] as security trustee for itself and the other Secured Parties (the "**Collateral Agent**").

RECITAL:

This Deed is supplemental to a debenture dated [●] between, amongst others, the Chargors named therein and the Collateral Agent, as previously supplemented by earlier Security Accession Deeds (if any) (the "**Debenture**"), save for any amendments set out herein.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

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

1.2 Construction

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this Deed, but as if references in those clauses to the "Debenture" and other similar expressions were references to this Deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

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

2.2 Covenant to pay

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

(b) Every payment by a New Chargor or another member of the Group of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with any Loan Document or guarantee, collateral, security document or other document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in Clause 2.2(a).

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2.3 **Specific Security**

Subject to Clause 3.5 (*Property Restricting Charging*) of the Debenture, the New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Collateral Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest, by way of first fixed charge:

(a) all of its rights, title and interest in the Intellectual Property;

(b) all of its rights, title and interest in the Equipment;

(c) all the Investments, Shares and all corresponding Related Rights;

(d) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;

(e) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;

(f) all monies from time to time standing to the credit of the Accounts (including any interest and other sums accruing thereon), together with all of its rights, title and interest in, and benefits and proceeds deriving from or arising in connection with, the Accounts;

(g) its goodwill and uncalled capital; and

(h) if not effectively assigned by Clause 2.4 (*Security Assignment*), all its rights and interests in (and proceeds and claims under) the Insurance Policies and the Assigned Agreements,

and includes, in respect of each of the above charged assets, (as appropriate), the benefit of all licences, consents and agreements held by the New Chargor in connection with the use of the asset, any monies or income paid or payable in respect of the asset, any proceeds of the sale of the asset and any other property, rights or claims relating to, accruing to or deriving from the asset.

2.4 **Security Assignment**

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

(a) the Insurance Policies; and

(b) the Assigned Agreements,

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

2.5 **Floating charge**

(a) As further security for the payment of the Secured Obligations, the New Chargor charges with full title guarantee in favour of the Collateral Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights.

(b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Deed.

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3. **NEGATIVE PLEDGE**

The New Chargor may not:

(a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property under this Deed;

(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of Charged Property under this Deed (other than in respect of assets charged under Clause 2.5(a) (*Floating Charge*) on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so,

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

4. **CONSTRUCTION OF DEBENTURE**

(a) The Debenture shall remain in full force and effect as supplemented by this Deed.

(b) The Debenture and this Deed shall be read together as one instrument on the basis that references in the Debenture to ["this Deed" or] "this Debenture" and other similar expressions will be deemed to be references to the Debenture as supplemented by this Deed.

5. **DESIGNATION AS A LOAN DOCUMENT**

This Deed is designated as a Loan Document.

6. **NOTICES**

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

Address: [●]

Email address: [●]

Attention: [●]

7. **GOVERNING LAW**

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

IN WITNESS whereof this Deed has been duly executed as a deed by the New Chargor and is delivered on the date first above written notwithstanding that the Collateral Agent has executed this Deed by hand.

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SIGNATORIES TO DEED OF ACCESSION

THE NEW CHARGOR

EXECUTED as a DEED by
[*Name of New Chargor*] acting by:

[●] as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

Address: [●]

Email address: [●]

Attention: [●]

THE COLLATERAL AGENT

EXECUTED by
[*Name of Collateral Agent*] acting by:

[●] as Authorised Signatory: _____

Notice Details

Address: [●]

Email address: [●]

Attention: [●]

Email: [●]

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SCHEDULES TO DEED OF ACCESSION

SCHEDULE 1

SHARES AND INVESTMENTS

[●]

SCHEDULE 2

INTELLECTUAL PROPERTY

[●]

SCHEDULE 3

BANK ACCOUNTS

[●]

SCHEDULE 4

INSURANCE POLICIES

[●]

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SIGNATORIES TO DEBENTURE

THE CHARGORS

EXECUTED as a DEED by

DYE & DURHAM (UK) LIMITED

REDACTED

_____

Name: Charlie MacCready

Occupation: Lawyer

Notice Details:

Address: Dye & Durham Corporation, 199 Bay Street, Suite 4610, Toronto, ON, Canada M5L 1E9
Attention: Charlie MacCready
Email: REDACTED

REDACTED

_____

Name: Tom Durbin St George

Occupation: Director

Notice Details:

Address: Dye & Durham Corporation, 199 Bay Street, Suite 4610, Toronto, ON, Canada M5L 1E9
Attention: Charlie MacCready
Email: REDACTED

DocuSign Envelope ID: E924685A-5D8F-45EA-AD96-FF7A72B8440A

EXECUTED as a DEED by

EASY CONVEY LIMITED

REDACTED

_____

Name: Charlie MacCready

Occupation: Lawyer

Notice Details:

Address: Dye & Durham Corporation, 199 Bay Street, Suite 4610, Toronto, ON, Canada M5L 1E9
Attention: Charlie MacCready
Email: REDACTED

REDACTED

_____

Name: Tom Durbin St George

Occupation: Director

Notice Details:

Address: Dye & Durham Corporation, 199 Bay Street, Suite 4610, Toronto, ON, Canada M5L 1E9
Attention: Charlie MacCready
Email: REDACTED

DocuSign Envelope ID: E924685A-5D8F-45EA-AD96-FF7A72B8440A

EXECUTED as a DEED by
FORMATIONS DIRECT LIMITED acting by:

Director: REDACTED

Witness: REDACTED

Name: Alice Burch

Address: REDACTED

Occupation: Solicitor

Notice Details:

Address: Dye & Durham Corporation, 199 Bay Street, Suite 4610, Toronto, ON, Canada M5L 1E9
Attention: Charlie MacCready
Email: REDACTED

DocuSign Envelope ID: E924685A-5D8F-45EA-AD96-FF7A72B8440A

EXECUTED as a DEED by

FUTURE CLIMATE INFO LTD

REDACTED

Name: Charlie MacCready

Occupation: Lawyer

Notice Details:

Address: Dye & Durham Corporation, 199 Bay Street, Suite 4610, Toronto, ON, Canada M5L 1E9
Attention: Charlie MacCready
Email: REDACTED

REDACTED

Name: Tom Durbin St George

Occupation: Director

Notice Details:

Address: Dye & Durham Corporation, 199 Bay Street, Suite 4610, Toronto, ON, Canada M5L 1E9
Attention: Charlie MacCready
Email: REDACTED

DocuSign Envelope ID: E924685A-5D8F-45EA-AD96-FF7A72B8440A

EXECUTED as a DEED by

GLOBALX (UK) LIMITED

REDACTED

—

Name: Charlie MacCready

Occupation: Lawyer

Notice Details:

Address: Dye & Durham Corporation, 199 Bay Street, Suite 4610, Toronto, ON, Canada M5L 1E9
Attention: Charlie MacCready
REDACTED

REDACTED

—

Name: Tom Durbin St George

Occupation: Director

Notice Details:

Address: Dye & Durham Corporation, 199 Bay Street, Suite 4610, Toronto, ON, Canada M5L 1E9
Attention: Charlie MacCready
REDACTED

DocuSign Envelope ID: E924685A-5D8F-45EA-AD96-FF7A72B8440A

EXECUTED as a DEED by

HOMEINFO UK LIMITED

REDACTED

Name: Charlie MacCready

Occupation: Lawyer

Notice Details:

Address: Dye & Durham Corporation, 199 Bay Street, Suite 4610, Toronto, ON, Canada M5L 1E9
Attention: Charlie MacCready
Email: REDACTED

REDACTED

Name: Tom Durbin St George

Occupation: Director

Notice Details:

Address: Dye & Durham Corporation, 199 Bay Street, Suite 4610, Toronto, ON, Canada M5L 1E9
Attention: Charlie MacCready
Email: REDACTED

DocuSign Envelope ID: E924685A-5D8F-45EA-AD96-FF7A72B8440A

EXECUTED as a DEED by

INDEX FRANCHISING LIMITED

REDACTED

Name: Charlie MacCready

Occupation: Lawyer

Notice Details:

Address: Dye & Durham Corporation, 199 Bay Street, Suite 4610, Toronto, ON, Canada M5L 1E9
Attention: Charlie MacCready
Email: REDACTED

REDACTED

Name: Tom Durbin St George

Occupation: Director

Notice Details:

Address: Dye & Durham Corporation, 199 Bay Street, Suite 4610, Toronto, ON, Canada M5L 1E9
Attention: Charlie MacCready
Email: REDACTED

DocuSign Envelope ID: E924685A-5D8F-45EA-AD96-FF7A72B8440A

EXECUTED as a DEED by

INDEX INSURE LIMITED

REDACTED

Name: Charlie MacCready

Occupation: Lawyer

Notice Details:

Address: Dye & Durham Corporation, 199 Bay Street, Suite 4610, Toronto, ON, Canada M5L 1E9
Attention: Charlie MacCready
Email: REDACTED

REDACTED

Name: Tom Durbin St George

Occupation: Director

Notice Details:

Address: Dye & Durham Corporation, 199 Bay Street, Suite 4610, Toronto, ON, Canada M5L 1E9
Attention: Charlie MacCready
Email: REDACTED

DocuSign Envelope ID: E924685A-5D8F-45EA-AD96-FF7A72B8440A

EXECUTED as a DEED by

INDEX PROPERTY SEARCHES (EAST CENTRAL) LIMITED

REDACTED

—

Name: Charlie MacCready

Occupation: Lawyer

Notice Details:

Address: Dye & Durham Corporation, 199 Bay Street, Suite 4610, Toronto, ON, Canada M5L 1E9
Attention: Charlie MacCready
Email: REDACTED

REDACTED

—

Name: Tom Durbin St George

Occupation: Director

Notice Details:

Address: Dye & Durham Corporation, 199 Bay Street, Suite 4610, Toronto, ON, Canada M5L 1E9
Attention: Charlie MacCready
Email: REDACTED

DocuSign Envelope ID: E924685A-5D8F-45EA-AD96-FF7A72B8440A

EXECUTED as a DEED by

LAWYER CHECKER LIMITED

REDACTED

Name: Charlie MacCready

Occupation: Lawyer

Notice Details:

Address: Dye & Durham Corporation, 199 Bay Street, Suite 4610, Toronto, ON, Canada M5L 1E9
Attention: Charlie MacCready
Email: REDACTED

REDACTED

Name: Tom Durbin St George

Occupation: Director

Notice Details:

Address: Dye & Durham Corporation, 199 Bay Street, Suite 4610, Toronto, ON, Canada M5L 1E9
Attention: Charlie MacCready
Email: REDACTED

DocuSign Envelope ID: E924685A-5D8F-45EA-AD96-FF7A72B8440A

EXECUTED as a DEED by

LEGALINX LIMITED

REDACTED

Name: Charlie MacCready

Occupation: Lawyer

Notice Details:

Address: Dye & Durham Corporation, 199 Bay Street, Suite 4610, Toronto, ON, Canada M5L 1E9
Attention: Charlie MacCready
Email: REDACTED

REDACTED

Name: Tom Durbin St George

Occupation: Director

Notice Details:

Address: Dye & Durham Corporation, 199 Bay Street, Suite 4610, Toronto, ON, Canada M5L 1E9
Attention: Charlie MacCready
Email: REDACTED

DocuSign Envelope ID: E924685A-5D8F-45EA-AD96-FF7A72B8440A

EXECUTED as a DEED by

PRACTICAL VISION LIMITED

REDACTED

Name: Charlie MacCready

Occupation: Lawyer

Notice Details:

Address: Dye & Durham Corporation, 199 Bay Street, Suite 4610, Toronto, ON, Canada M5L 1E9
Attention: Charlie MacCready
Email: REDACTED

REDACTED

Name: Tom Durbin St George

Occupation: Director

Notice Details:

Address: Dye & Durham Corporation, 199 Bay Street, Suite 4610, Toronto, ON, Canada M5L 1E9
Attention: Charlie MacCready
Email: REDACTED

DocuSign Envelope ID: E924685A-5D8F-45EA-AD96-FF7A72B8440A

EXECUTED as a DEED by

PROPERTY INFORMATION EXCHANGE LIMITED

REDACTED

Name: Charlie MacCready

Occupation: Lawyer

Notice Details:

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Name: Tom Durbin St George

Occupation: Director

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Occupation: Director

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Occupation: Lawyer

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Occupation: Lawyer

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Name: Tom Durbin St George

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THE COLLATERAL AGENT

REDACTED

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for and on behalf of **ARES CAPITAL CORPORATION** as Collateral Agent

Name: Scott Lem

Title: Authorized Signatory

Notice Details

Address: 245 Park Avenue, 44th Floor, New York, NY, USA 10167

Email address: agencymiddleoffice@aresmgmt.com; aresagency@alterdomus.com

Attention: Agency Middle Office