



Registration of a Charge

Company name: **COMPUTER SOFTWARE GROUP LIMITED**

Company number: **04023140**



X780S01N

Received for Electronic Filing: **13/06/2018**

Details of Charge

Date of creation: **08/06/2018**

Charge code: **0402 3140 0006**

Persons entitled: **MORGAN STANLEY SENIOR FUNDING, INC. AS SECURITY AGENT**

Brief description: **PURSUANT TO CLAUSE 3.1 (A) OF THE INSTRUMENT, THE COMPANY CHARGED BY WAY OF FIRST LEGAL MORTGAGE ALL ITS MATERIAL PROPERTY TOGETHER WITH ALL BUILDINGS AND FIXTURES ON THAT MATERIAL PROPERTY AND ALL RELATED RIGHTS (ALTHOUGH NO FURTHER DETAILS ARE SPECIFIED IN THE INSTRUMENT). FOR FURTHER DETAILS, PLEASE REFER TO THE INSTRUMENT. PURSUANT TO CLAUSE 3.1 (B)(I) OF THE INSTRUMENT, THE COMPANY CHARGED BY WAY OF FIRST FIXED CHARGE ALL OTHER INTERESTS, RIGHTS AND TITLE FROM TIME TO TIME (NOT EFFECTIVELY CHARGED UNDER CLAUSE 3.1(A) OF THE INSTRUMENT) IN AND TO ANY OF ITS MATERIAL PROPERTY TOGETHER WITH ALL BUILDINGS AND FIXTURES ON THAT MATERIAL PROPERTY AND ALL RELATED RIGHTS (ALTHOUGH NO FURTHER DETAILS ARE SPECIFIED IN THE INSTRUMENT). FOR FURTHER DETAILS, PLEASE REFER TO THE INSTRUMENT. PURSUANT TO CLAUSE 3.1 (B)(III) OF THE INSTRUMENT, THE COMPANY CHARGED BY WAY OF FIRST FIXED CHARGE ALL ITS MATERIAL INTELLECTUAL PROPERTY AND ALL CORRESPONDING RELATED RIGHTS (ALTHOUGH NO FURTHER DETAILS ARE SPECIFIED IN THE INSTRUMENT). FOR FURTHER DETAILS, PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

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

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: **DAVIS POLK & WARDWELL LONDON LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4023140

Charge code: 0402 3140 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th June 2018 and created by COMPUTER SOFTWARE GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th June 2018 .

Given at Companies House, Cardiff on 15th June 2018

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

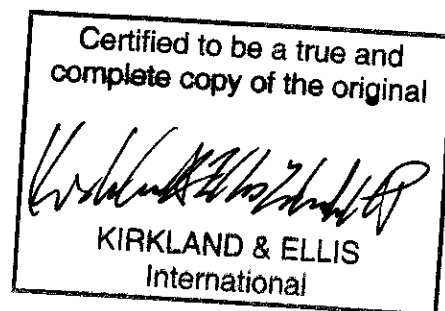


Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 8 June 2018



Supplemental Debenture

between

Air Bidco Limited
as Bidco

Air Newco 5 S.à r.L.
as Holdings

Air Newco 6 S.à r.L.
as Intermediate Holdings

The English Chargors
as listed therein

and

Morgan Stanley Senior Funding, Inc.
as Security Agent

This Debenture is supplemental to the Existing Debenture (as defined herein) and is entered into subject to the terms of the Intercreditor Agreement (as defined herein)

KIRKLAND & ELLIS INTERNATIONAL LLP

30 St. Mary Axe London EC3A 8AF
Tel: +44 (0)20 7469 2000
Fax: +44 (0)20 7469 2001
www.kirkland.com

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This Deed is made on 8 June 2018

Between:

Parties

- (1) Air Bidco Limited (registered in England & Wales with company number 09320875) ("**Bidco**");
- (2) Air Newco 5 S.à r.L. a Luxembourg *société à responsabilité limitée*, having its registered office at 19, rue de Bitbourg, L-1273, Luxembourg, Grand-Duchy of Luxembourg, and registered with the Registre de Commerce et des Sociétés, Luxembourg under number B192697 ("**Holdings**");
- (3) Air Newco 6 S.à r.L. a Luxembourg *société à responsabilité limitée*, having its registered office at 19, rue de Bitbourg, L-1273, Luxembourg, Grand-Duchy of Luxembourg, and registered with the Registre de Commerce et des Sociétés, Luxembourg under number B192709 ("**Intermediate Holdings**");
- (4) the parties set out at Schedule 6 (English Chargors) hereto (the "**English Chargors**"); and
- (5) Morgan Stanley Senior Funding, Inc. as security trustee for itself and the other Secured Parties (the "**Security Agent**").

RECITALS

- (a) The Lenders (as defined in each of the Original First Lien Credit Agreement and Original Second Lien Credit Agreement) agreed to make certain credit facilities available to Air Newco LP on the terms and conditions contained in the Original First Lien Credit Agreement and Original Second Lien Credit Agreement.
- (b) On or around the date of this Deed:
 - (i) the Original First Lien Credit Agreement will be amended and restated pursuant to the Amendment Agreement; and
 - (ii) the Original Second Lien Credit Agreement will be repaid in full and cancelled.
- (c) It is a condition precedent to the effectiveness of the amendments contemplated by the Amendment Agreement that the Chargors execute and deliver this Deed in favour of the Security Agent as further security for the payment and performance of the Secured Obligations.
- (d) It is agreed and acknowledged that the Security created or purported to be created pursuant to this Deed shall be subject to the Security created or purported to be created pursuant to the Existing Debenture.

It is agreed as follows

1. Interpretation

1.1 Definitions

In this Debenture:

“Account Notice” means a notice substantially in the form set out in Part 1 of Schedule 5 (*Forms of Notices*);

“Amendment Agreement” means the amendment agreement dated on or around the date of this Deed between, among others, the Chargor and the Security Agent;

“Agreed Security Principles” means the agreed security principles set out in Schedule 1.01D (*Agreed Security Principles*) of the First Lien Credit Agreement;

“Assigned Agreements” means:

- (a) the Bonds and any certificates or other documents relating to or evidencing such bonds;
- (b) the Swap Contracts; and
- (c) any other agreement designated as an Assigned Agreement by Bidco and the Security Agent;

“Bank Accounts” means the accounts of the Chargors from time to time, including as set out in Schedule 3 (*Bank Accounts*) and as specified in Schedule 3 of any relevant Security Accession Deed;

“Bonds” means the zero coupon bonds due 2044 issued on or around the Closing Date, at a discount to nominal value, to Intermediate Holdings by Bidco pursuant to the Bond Instrument;

“Bond Instrument” means an instrument dated or around the Closing Date constituting zero coupon bonds due 2044 and executed as a deed poll by Bidco;

“Charged Property” means the assets mortgaged, charged or assigned to the Security Agent by this Debenture and any Security Accession Deeds;

“Chargor” means each Initial Chargor and any person which grants Security over its assets in favour of the Security Agent by executing a Security Accession Deed;

“Closing Date” means the “Closing Date” as defined in the Original First Lien Credit Agreement;

“Copyrights” means all of the following now owned or hereafter acquired by any Chargor: (a) all copyright rights in any work subject to the copyright laws of the

United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations in the United States Copyright Office;

“Counterparty Notice” means a notice substantially in the form set out in Part 2 of Schedule 5 (*Forms of Notices*), *provided that*, any notice served upon the request of the Security Agent after a Declared Default shall not include paragraph 1 of such notice and paragraph 2 of such notice shall be amended accordingly;

“Credit Agreement Swap” has the meaning given in the First Lien Credit Agreement;

“Declared Default” means an Event of Default which has resulted in the Administrative Agent exercising any of its rights under sub-paragraphs (ii) and/or (iii) of paragraph (a) and/or sub-paragraphs (ii) and/or (iii) of paragraph (b) of Section 8.02 (*Remedies Upon Event of Default*) of the First Lien Credit Agreement;

“Default Rate” has the meaning given in the First Lien Credit Agreement;

“Existing Debenture” means the English law debenture dated 21 November 2014 between the Chargors and the Security Agent;

“Excluded Assets” means:

- (a) any Restricted Assets;
- (b) other than for the purposes of Clause 3.3 (*Floating Charge*) and Clause 3.4 (*Conversion of a Floating Charge*), any leasehold property with less than 10 years remaining on the applicable lease as at, and at any time after, the date of this Debenture;
- (c) in respect of Holdings and only to the extent such Security is valid and effective, any asset or any interest in any asset of Holdings over which Holdings has specifically granted Security governed by Luxembourg law in favour of the Security Agent pursuant to (i) the Share Pledge Agreement, dated on or around the date hereof, between Holdings as pledgor, the Security Agent as pledgee and Intermediate Holdings as company, (ii) the PECs Pledge Agreement, dated on or around the date hereof, between Holdings as pledgor, the Security Agent as pledgee and Intermediate Holdings as company, (iii) the Account Pledge Agreement, dated on or around the date hereof, between Holdings as pledgor and the Security Agent as pledgee and (iv) the receivables pledge agreement, dated on or around the date hereof, between Holdings as pledgor, the Security Agent as pledgee and Intermediate Holdings as debtor; and
- (d) in respect of Intermediate Holdings and only to the extent such Security is valid and effective, any asset or any interest in any asset of Intermediate Holdings over which Intermediate Holdings has specifically granted Security governed by Luxembourg law or New York law, as applicable, in favour of the Security

Agent pursuant to (i) the Account Pledge Agreement, dated on or around the date hereof, between Intermediate Holdings as pledgor and the Security Agent as pledgee, (ii) the receivables pledge agreement, dated on or around the date hereof, between Intermediate Holdings as pledgor, the Security Agent as pledgee and Holdings as debtor; and (iii) the first lien security agreement, dated on or around the date hereof, between Air Newco LP (previously known as Air Newco LLC) and Intermediate Holdings as initial grantors and the Security Agent as collateral agent;

“Event of Default” means an Event of Default as defined in Section 8.01 (*Events of Default*) of the First Lien Credit Agreement;

“Finance Documents” means the Loan Documents, the Intercreditor Agreement and the Subordination Agreement;

“First Lien Credit Agreement” means the Original First Lien Credit Agreement as such agreement may be amended, restated, waived, replaced (whether or not upon termination and whether with the original lenders or otherwise), refinanced, restructured, renewed, extended or otherwise modified from time to time (including as amended and restated by the Amendment Agreement);

“First Lien Guaranty” means the first lien guaranty, dated 21 November 2014 between Air Newco 5 S.à r.l. and certain of its subsidiaries identified therein, as guarantors, and Morgan Stanley Senior Funding, Inc., as collateral agent, as such guaranty may be amended, extended, renewed, restated, supplemented or otherwise modified from time to time or as replaced in connection with any refinancing, extension, refunding or replacement of the First Lien Credit Agreement;

“Group” means the Initial Chargors and each Restricted Subsidiary;

“Guarantor” means a “Guarantor” (other than the Borrower) as defined in the First Lien Credit Agreement;

“Insurance Notice” means a notice substantially in the form set out in Part 3 of Schedule 5 (*Forms of Notices*);

“Insurance Policies” means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Chargor or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance;

“Intellectual Property” means all intellectual property arising under applicable law now owned or hereafter acquired by a Chargor, including Patents, Copyrights, Trademarks, trade secrets, proprietary technical and business information, know-how, show-how and any other proprietary data or information, the intellectual property rights in software, databases and related documentation and all improvements to any of the foregoing;

“Intercompany Receivable” means each receivable which constitutes an “Intra-Group Liability” as defined in the Subordination Agreement;

“Intercreditor Agreement” means the intercreditor agreement, dated 21 November 2014, between Morgan Stanley Senior Funding, Inc., as first lien collateral agent, Goldman Sachs Bank USA, as second lien collateral agent and Morgan Stanley Senior Funding, Inc., as international security agent;

“Initial Chargors” means Bidco, Holdings, Intermediate Holdings and each of the English Chargors;

“Loan Documents” has the meaning given in the First Lien Credit Agreement;

“Loan Parties” has the meaning given in the First Lien Credit Agreement;

“Material Intellectual Property” means (i) the Intellectual Property specified in Schedule 4 (*Intellectual Property*) or in Schedule 4 of any relevant Security Accession Deed; and/or (ii) all Intellectual Property acquired or developed by a Chargor after the date of this Debenture which is material in the context of the business of the Group as a whole;

“Material Property” means:

- (a) the freehold and any leasehold property specified in Schedule 1 (*Material Properties*) or in Schedule 1 of any relevant Security Accession Deed; and/or
- (b) such other freehold or leasehold property located in England and Wales and acquired by an Initial Chargor after the date of this Debenture or by any other Chargor after the date of the Security Accession Deed to which such other Chargor is a party and which has a market value in excess of US\$5,000,000;

“Original First Lien Credit Agreement” means the first lien credit agreement, originally dated on or around 21 November 2014, between Air Newco LP (formerly known as Air Newco LLC), as borrower, the designated revolving borrowers from time to time party thereto, Air Newco 5 S.à r.l., Air Newco 6 S.à r.l., Air Bidco Limited, Morgan Stanley Senior Funding, Inc., as administrative agent, collateral agent, swing line lender and L/C issuer and each lender from time to time party thereto.

“Original Second Lien Credit Agreement” means the second lien credit agreement, dated on or around 21 November 2014, between Air Newco LP (formerly known as Air Newco LLC), as borrower, Air Newco 5 S.à r.l., Air Newco 6 S.à r.l., Goldman Sachs Bank USA, as administrative agent and collateral agent and each lender from time to time party thereto, as such agreement may be amended, restated, waived, replaced (whether or not upon termination and whether with the original lenders or otherwise), refinanced, restructured, renewed, extended or otherwise modified from time to time.

“Other Debts” means all debts and monetary claims (other than Trading Receivables and Intercompany Receivables);

“Patents” means all of the following now owned or hereafter acquired by any Chargor: (a) all patents of the United States or the equivalent thereof in any other country, all registrations thereof, and all applications for patent of the United States or the equivalent thereof in any other country, including registrations and pending applications in the United States Patent and Trademark Office or any similar offices in any other country and (b) all reissues, continuations, divisionals, continuations-in-part, or extensions thereof, and the inventions disclosed or claimed therein.

“Receiver” means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under this Debenture;

“Related Rights” means, in relation to any asset:

- (a) all rights and benefits under any licence, assignment, agreement for sale or agreement for lease in respect of that asset; and
- (b) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset;

“Related Share Rights” means all dividends, distributions, interest and other income paid or payable on a Share, together with all shares or other property derived from any Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share (whether by way of conversion, redemption, bonus, preference, exchange, substitution, consolidation, subdivision, reduction, rights issue, warrant, option or otherwise);

“Restricted Asset” means any asset (other than any Share) or any interest in an asset (other than any interest in a Share) of a Chargor, (i) subject to any legal requirement, contract, lease, licence or other third party arrangement which prevents or conditions that asset from being charged or secured by this Debenture (including requiring the consent of any third party); or (ii) which, if charged or secured by this Debenture would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations with respect to any member of the Group in respect of that asset or would require any member of the Group to take any action materially adverse to its or another member of the Group’s interests if that asset were charged;

“Secured Obligations” means the “Secured Obligations” as defined in the Intercreditor Agreement, except for any money, obligation or liability which, if it were so included, would cause the infringement of section 678 of the Companies Act 2006 or any other applicable law;

“Secured Parties” means the Security Agent, the other “Secured Parties” as defined in the Intercreditor Agreement and any Receiver;

“Security” means a “Lien” as defined in the First Lien Credit Agreement;

“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*);

“Shares” means:

- (a) all shares specified in Schedule 2 (*Shares*);
- (b) all shares specified in Schedule 2 of any relevant Security Accession Deed; and
- (c) any other shares owned by a Chargor in any Guarantor and any Material Subsidiary (but, in respect of shares in any Guarantor and any Material Subsidiary not incorporated in England and Wales, only to the extent that such shares are not secured by the terms of any other Finance Document);

“Subordination Agreement” means the subordination agreement, dated 21 November 2014 between Air Newco 4 S.à r.l., as original investor, the companies identified therein as original intra-group lenders, the companies identified therein as original debtors, Air Newco 5 S.à r.l., Air Newco LP (formerly known as Air Newco LLC), Morgan Stanley Senior Funding, Inc., as first lien collateral agent, Goldman Sachs Bank USA, as second lien collateral agent and Morgan Stanley Senior Funding, Inc., as international security agent;

“Swap Contracts” has the meaning given in the First Lien Credit Agreement;

“Tangible Moveable Property” means any fixtures, fittings, plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of any Chargor’s stock in trade or work in progress) and all Related Rights now or in the future;

“This Security” means the Security constituted or expressed to be constituted in favour of the Security Agent by or pursuant to this Debenture;

“Trademarks” means all of the following now owned or hereafter acquired by any Chargor: (a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source or business identifiers, and all registrations and applications filed in connection therewith, including registrations and applications for registration in the United States Patent and Trademark Office or any similar offices in any other country, and all renewals thereof and (b) all goodwill associated therewith or symbolized thereby; and

“Trading Receivables” means all book and other debts arising in the ordinary course of trading (other than Intercompany Receivables).

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);

- (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) “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality); and
- (g) “**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, Guarantor, Loan Party, Chargor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person’s (and any subsequent) successors in title, permitted assignees and transferees and in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents (and any subsequent successors) in accordance with the Finance Documents;
 - (ii) any Finance Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended, novated, varied, released, supplemented, extended, restated or replaced (in each case, however fundamentally), including by way of increase of the facilities or other obligations or addition of new facilities or other obligations made available under them or accession or retirement of the parties to these agreements but excluding any amendment or novation made contrary to any provision of any Finance Document;
 - (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;

- (iv) an Event of Default is “continuing” if it has not been remedied or waived; and
- (v) 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 otherwise defined in this Debenture, words and expressions defined in the First Lien Credit Agreement have the same meaning when used in this Debenture.

1.5 Third Party Rights

- (a) Unless expressly provided to the contrary in this Debenture, a person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 (the “**Third Parties Act**”) to enforce or to enjoy the benefit of any term of this Debenture.
- (b) Notwithstanding any term of this Debenture, the consent of any person who is not a party is not required to vary, rescind or terminate this Debenture at any time.
- (c) Any Receiver may, subject to this clause 1.5 and the Third Parties Act, rely on any clause of this Debenture which expressly confers rights on it.

1.6 Miscellaneous

- (a) The terms of the Finance Documents 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 any Material 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) Notwithstanding any other provision of this Debenture, the obtaining of a moratorium under section 1A of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not, by itself, be an event causing any floating charge created by this Debenture to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of property by any Chargor or a ground for the appointment of a Receiver.

- (c) All Security and dispositions made or created, and all obligations and undertakings contained, in this Debenture to, in favour of or for the benefit of the Security Agent are given in favour of the Security Agent as trustee for the Secured Parties from time to time. The Security Agent holds the benefit of this Debenture on trust for the Secured Parties.
- (d) Notwithstanding anything to the contrary set out in this Debenture, nothing in this Debenture shall (or shall be construed to) prohibit any transaction, matter or other step (or a Chargor taking or entering into any transaction, matter or step or otherwise dealing in any manner whatsoever in relation to any asset (including all rights, claims benefits, proceeds and documentation, and contractual counterparties in relation thereto) the subject of (or expressed to be the subject of) this Debenture (including the Charged Property)), in each case to the extent not prohibited by the terms of the First Lien Credit Agreement (or, in respect of Intercompany Receivables, the Subordination Agreement). The Security Agent shall promptly enter into such documentation and/or take such other action as is required by a Chargor (acting reasonably) to give effect to Section 9.11 (*Collateral and Guaranty Matters*) of the First Lien Credit Agreement, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document, provided that such action of the Security Agent shall be at the cost of the relevant Chargor subject to the provisions of the First Lien Credit Agreement;
- (e) Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts created by this Debenture or any other Finance Document.
- (f) In the event of any conflict between the terms of this Debenture and the First Lien Credit Agreement, the terms of the First Lien Credit Agreement shall prevail.
- (g) The parties hereto intend that this document shall take effect as a deed notwithstanding that any party may only execute this document under hand.
- (h) Notwithstanding any other provision of this Debenture where:
 - (i) a right or asset has been charged by any Chargor under the Existing Debenture and that Chargor purports to assign the same asset or right under this Debenture, that second assignment will instead take effect as a charge over the remaining rights in respect of the relevant asset or right and will only take effect as an assignment if the assignment created by the Existing Debenture has no, or ceases to have, effect; and/or
 - (ii) this Debenture purports to create a first fixed charge over any assets over which any Chargor granted a fixed charge under the Existing Debenture, that security interest will be a second-ranking charge ranking subject to the first ranking charge created by the Existing Debenture until such

time as the security interest created by the Existing Debenture has no, or ceases to have, effect,

and, for so long as the Existing Debenture remains in force and effect, any reference in this Debenture to an asset secured under the Existing Debenture being assigned or charged, or the security over any asset secured under the Existing Debenture being first ranking or secured with full title guarantee, shall be construed accordingly and no breach or default shall arise under this Debenture or any other Loan Document as a result of the execution of or the existence of any security interest created (or purported to be created) under the Existing Debenture or this Debenture and the terms of the Existing Debenture, this Debenture and the other Finance Documents shall be construed accordingly so that there shall be no such breach or default.

- (i) If any Chargor is in compliance with any obligation under the Existing Debenture to deliver or deposit any deeds, documents of title, certificates, evidence of ownership or related documentation then to the extent that the terms of this Debenture impose the same or substantially the same obligation in respect of the same assets, the Chargors will be deemed to have complied with the relevant obligations herein by virtue of its compliance under the Existing Debenture.

2. Covenant to Pay

Subject to any limits on its liability specifically recorded in the Loan Documents, each Chargor covenants as primary obligor and not only as surety with the Security Agent (for the benefit of itself and the other Secured Parties) that it will promptly on demand of the Security Agent pay to the Security Agent and discharge the Secured Obligations in accordance with the Finance Documents.

Each Chargor has granted the Existing Debenture in favour of the Security Agent. This Debenture and the Security hereby granted shall be subject to the Existing Debenture and the Intercreditor Agreement.

3. Charging Provisions

3.1 Fixed Security

Subject to the Existing Debenture and the Intercreditor Agreement, the Chargor, as continuing security for the full payment of the Secured Obligations, charges in favour of the Security 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:

- (a) by way of first legal mortgage, all Material Property, together with all buildings and fixtures on that Material Property and all Related Rights, including but not limited to, the Material Properties listed in Schedule 1 (*Material Properties*) and Schedule 1 of any relevant Security Accession Deed; and

- (b) by way of first fixed charge:
- (i) all other interests, rights and title from time to time (not effectively charged under Clause 3.1(a)) in and to any Material Property (whether such interests are freehold, leasehold or licences) together with all buildings and fixtures on, and including all Related Rights of, such property and the benefit of all other agreements relating to land;
 - (ii) all of its Shares and all corresponding Related Share Rights;
 - (iii) all its right, title and interest from time to time in and to all of its Material Intellectual Property and all corresponding Related Rights;
 - (iv) all of its Tangible Moveable Property and all corresponding Related Rights;
 - (v) all of its Trading Receivables and all rights and claims against third parties in respect of those Trading Receivables and all corresponding Related Rights;
 - (vi) all of its Intercompany Receivables and all rights and claims against third parties in respect of those Intercompany Receivables and all corresponding Related Rights;
 - (vii) all of its Other Debts and all rights and claims against third parties in respect of those Other Debts and all corresponding Related Rights;
 - (viii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets and all corresponding Related Rights;
 - (ix) all its right, title and interest from time to time in and to its goodwill and rights in relation to the uncalled capital and all corresponding Related Rights; and
 - (x) to the extent not effectively assigned by Clause 3.2 (*Assignment*), all its rights, title and interest in (and claims under) each of the Insurance Policies, the Bank Accounts and the Assigned Agreements.

3.2 Assignment

Subject to the Existing Debenture and the Intercreditor Agreement, each Chargor assigns and agrees to assign absolutely to the Security Agent as continuing security for the full payment of the Secured Obligations all its right, title and interest from time to time in and to each of the following assets:

- (a) the Insurance Policies and all Related Rights;

- (b) all rights and claims in relation to the Bank Accounts; and
- (c) the Assigned Agreements,

provided that on final and irrevocable payment and discharge in full of the Secured Obligations and subject to as provided in Clause 15 (*Discharge and Release*), the Security Agent will, at the request and cost of the relevant Chargor, re-assign the relevant Assigned Agreements to that Chargor (or as it shall direct) without delay and in a manner satisfactory to such Chargor (acting reasonably). Subject to Clause 6.7 (*Assigned Agreements*), until the occurrence of a Declared Default each Chargor may continue to deal with the counterparties to the relevant Assigned Agreements.

3.3 Floating Charge

- (a) Subject to the Existing Debenture and the Intercreditor Agreement, as further continuing security for the full payment of the Secured Obligations, each Chargor charges with full title guarantee in favour of the Security 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 including to the extent not effectively charged by way of fixed charge under Clause 3.1 (*Fixed Security*) or assigned under Clause 3.2 (*Assignment*) and whether or not so expressed to be charged or assigned.
- (b) The floating charge created by sub-clause 3.3(a) above shall be deferred in point of priority to all fixed Security validly and effectively created by any Chargor under this Debenture as continuing security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.3 (*Floating Charge*) and for this purpose it is noted that the floating charge created by each Chargor pursuant to sub-clause 3.3(a) above is a “qualifying floating charge” for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 1986.

3.4 Conversion of a Floating Charge

- (a) The Security Agent may, by written notice to the Parent, convert the floating charge created under this Debenture into a fixed charge with immediate effect as regards those assets which it specifies in the notice (or, in the case of paragraph (ii) below, the relevant floating charge assets), if:
 - (i) a Declared Default has occurred; or
 - (ii) the Security Agent (acting reasonably) is of the view that any asset charged under the floating charge created under this Debenture which is material in the context of the business of the Group as a whole is in danger of being seized or is otherwise in jeopardy.

- (b) The floating charge created under this Debenture will automatically (without notice) and immediately be converted into a fixed charge over any asset charged under the floating charge created under this Debenture which is material in the context of the business of the Group as a whole if the relevant Chargor creates (or purports to create) any Security over such asset (other than to the extent not prohibited by the Finance Documents or with the prior consent of the Security Agent).
- (c) Upon the conversion of any floating charge pursuant to this Clause 3.4, each relevant Chargor shall, upon written request by the Security Agent, execute a fixed charge or legal assignment in such form as the Security Agent may reasonably require but on terms no more onerous to such Chargor than this Debenture.
- (d) Any notice given by, or on behalf of the Security Agent under paragraph (a) above in relation to an asset shall not be construed as a waiver or abandonment of the Security Agent's right to give any other notice in respect of that asset or any other asset or of any other right of a Secured Party under this Debenture or any other Finance Document.

3.5 Excluded Assets

- (a) Any Excluded Asset of a Chargor shall be excluded from the charge, security and assignments created by Clause 3 (*Charging Provisions*) and from the operation of Clause 4 (*Further Assurance*), *provided that*, (1) for a Restricted Asset, only to the extent such circumstances apply; and (2) any Restricted Asset by virtue of paragraph (ii) of the definition of a "Restricted Asset" (and not otherwise being an Excluded Asset) shall not be excluded from Clause 3.3 (*Floating Charge*) and Clause 3.4 (*Conversion of a Floating Charge*).
- (b) In respect of any Material Property acquired after the date of this Debenture and which constitutes a Restricted Asset, following receipt of a written request by the Security Agent (following a notice from a Chargor under paragraph (a) of Clause 6.3 (*Notices*)), the relevant Chargor shall use commercially reasonable endeavours (provided that such endeavours, in the reasonable opinion of the Chargor, will not involve placing material commercial relationships with the relevant third party in jeopardy or incurring material cost or renegotiation of other material provisions or material rights of that Chargor relating to such Material Property) to obtain the removal of the relevant circumstances as soon as possible, provided that if the relevant Chargor has used its commercially reasonable endeavours to obtain such removal for a period of not less than 20 Business Days following the notice of the Security Agent, then the relevant Chargor shall no longer be required to use its commercially reasonable endeavours to obtain such consent or waiver.
- (c) Save as expressly required as a condition precedent under the First Lien Credit Agreement and without prejudice to sub-clause 3.5(b) above, no Chargor shall,

have any obligation to investigate title, review documentation (including in relation to leases, trade receivables or inventory) or review registers, provide surveys or other insurance, environmental or other due diligence or diligence of any potentially applicable Excluded Asset, or to identify, satisfy or remove any circumstance relating to an Excluded Asset, in each case prior to, or as a condition of, entering into this Debenture or at any time thereafter.

- (d) A Chargor may, at any time on and from the date of this Debenture, notify the Security Agent of any assets or undertaking that are covered by the exclusions set out above.

4. Further Assurance

4.1 Subject to the Agreed Security Principles, each Chargor shall promptly at its own cost do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):

- (a) to perfect the Security created or intended to be created under or evidenced by this Debenture (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of This Security) or for the exercise of any rights, powers and remedies of the Security Agent or the other Secured Parties provided by or pursuant to the Finance Documents or by law;
- (b) to confer on the Security Agent or confer on the other Secured Parties, Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Debenture; and/or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of This Security.

- 4.2 Subject to the Agreed Security Principles, 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 Security Agent or the other Secured Parties by or pursuant to the Finance Documents.
- 4.3 In relation to any provision of this Debenture which requires a Chargor or any member of the Group to deliver any document for the purposes of granting any guarantee or Security for the benefit of all or any of the Secured Parties, the Security Agent agrees to execute as soon as reasonably practicable any such agreed form document which is presented to it for execution.

5. Negative Pledge

Each Chargor undertakes that it will not, and each Chargor will ensure that none of its Subsidiaries will, create or agree to create or permit to subsist any Security or quasi-security on or over the whole or any part of its undertaking or assets (present or future) except for the Security created under the Existing Debenture, Permitted Liens and other transactions permitted under the First Lien Credit Agreement.

6. Protection of Security

6.1 Title Documents

- (a) Subject to having provided such documents to another party in connection with any interests or Security not prohibited by the Loan Documents, the Chargors will as soon as reasonably practicable after a written request by the Security Agent deposit with the Security Agent (or as it shall direct) all deeds, certificates and other documents of title relating to the Material Property to the extent necessary or customary to enable the Security Agent to apply for registration, including in accordance with Clause 6.2 (The Land Registry), and if those deeds, certificates and documents are with the Land Registry, the relevant Chargor will deposit them with the Security Agent (or as it shall direct) upon their release.
- (b) Subject to having provided such documents to another party in connection with any interests or Security not prohibited by the Loan Documents, the Chargors will:
- (i) in respect of Shares set out at Schedule 2 (*Shares*) or in Schedule 2 of any relevant Security Accession Deed, within five (5) Business Days of the date of execution of this Debenture or that deed, as applicable;
 - (ii) in respect of any Shares (other than any Shares in Bidco or the Company) acquired, subscribed to or granted after the date of execution of this Debenture or any relevant Security Accession Deed, as soon as reasonably practicable after a written request by the Security Agent following such acquisition, subscription or grant, after allowing

sufficient time for the stamping (if applicable) of any stock transfer forms, updating of the statutory books of any acquired company, and the issue of any share certificates; and

- (iii) in respect of any Shares in Bidco (other than the Shares set out at Schedule 2 (*Shares*)) or the Company acquired, subscribed to or granted after the date of execution of this Debenture, promptly upon such acquisition, subscription or grant, after allowing sufficient time for the stamping (if applicable) of any stock transfer forms, updating of the statutory books of any acquired company, and the issue of any share certificates, but in any event no later than ten (10) Business Days after the acquisition, subscription to or grant of such Shares,

deposit with the Security Agent (or as it shall direct) all share certificates relating to the Shares (excluding any Shares in the capital of any company incorporated in any jurisdiction other than England and Wales) together with stock transfer forms executed in blank and left undated on the basis that the Security Agent shall be able to hold such certificates and stock transfer forms until the Secured Obligations have been paid in full and shall be entitled, at any time following the occurrence of a Declared Default 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.

- (c) The Security Agent may retain any document delivered to it under this Clause 6.1 or otherwise until This 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 as soon as reasonably practicable and at its own cost comply (or procure compliance) with that notice. If reasonably required to effect any transaction which is not prohibited under any Loan Document, the Security Agent shall, as soon as reasonably practicable and at the cost of that Chargor, return any such document to that Chargor (provided that if such transaction is not completed, such document shall be promptly returned to the Security Agent).

6.2 The Land Registry

- (a) In relation to Material Property charged by way of legal mortgage under this Debenture, each Chargor hereby irrevocably consents to the Security Agent (with prior written notice to the applicable Chargor) applying to the Land Registrar for a restriction to be entered on the Register of Title of all such Material Property (including any unregistered properties subject to compulsory first registration at the date of this Debenture) on the prescribed Land Registry form and in the following or substantially similar terms:

“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered

before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [•] in favour of [•] as Security Agent referred to in the charges register.”

- (b) Subject to the terms of the First Lien Credit Agreement, the Secured Parties are under an obligation to make further advances to Loan Parties (which obligation is deemed to be incorporated into this Debenture) and This Security has been made for securing those further advances. In relation to Material Property charged by way of legal mortgage under this Debenture, each Chargor hereby irrevocably consents to the Security Agent (with prior written notice to the applicable Chargor) applying by way of the prescribed Land Registry form to the Land Registrar for a notice to be entered on the Register of Title relating to any Material Property registered at HM Land Registry (including any unregistered properties subject to compulsory first registration at the date of this Debenture) that there is an obligation to make further advances on the security of the registered charge.
- (c) In respect of any of the real property mortgaged or charged under this Debenture title to which is registered at the Land Registry, it is certified that the Security created by this Debenture does not contravene any of the provisions of the articles of association of any Chargor.
- (d) For the avoidance of doubt, the Security Agent may not apply to the Land Registrar for any restriction or notice to be entered on the Register of Title of any freehold or leasehold property of any Chargor which is not Material Property.

6.3 Notices

Within five (5) Business Days of a written request by the Security Agent, (which may be given not more than twice in a calendar year or at any time after the occurrence of a Declared Default), Bidco will promptly notify the Security Agent of:

- (a) any freehold or leasehold property which has a market value in excess of US\$5,000,000 and is acquired by any Initial Chargor after the date of this Debenture or by any other Chargor after the date of execution of the Security Accession Deed to which it is a party;
- (b) the details of any Bank Account maintained with a bank in England and Wales and opened by any Initial Chargor after the date of this Debenture or by any other Chargor after the date of execution of the Security Accession Deed to which it is a party; and
- (c) the details of any Shares acquired by, subscribed for or granted to any Initial Chargor after the date of this Debenture or any other Chargor after the date of execution of the Security Accession Deed to which it is a party.

6.4 Receivables and Bank Accounts

- (a) Each Chargor will:
 - (i) as agent for the Security Agent, collect all Trading Receivables and Other Debts charged to the Security Agent under this Debenture and pay the proceeds forthwith upon receipt into a Bank Account;
 - (ii) where a Bank Account is not maintained with the Security Agent, as soon as reasonably practicable but in any event within five (5) Business Days after
 - (A) in respect of Bank Accounts set out in Schedule 3 (*Bank Accounts*), the date of execution of this Debenture;
 - (B) in respect of Bank Accounts set out in Schedule 3 of any relevant Security Accession Deed, the date of execution of that deed; and
 - (C) in respect of any other Bank Account becoming subject to This Security after the date of execution of this Debenture or any relevant Security Accession Deed, the date of any notice given under paragraph (b) of Clause 6.3 (*Notices*),

serve an Account Notice on the bank with whom the Bank Account is maintained and use reasonable endeavours to procure that such bank signs and delivers to the Security Agent an acknowledgement substantially in the form set out in the Account Notice within twenty (20) Business Days of such service *provided that*, if the relevant Chargor has not been able to obtain such acknowledgment from the bank any obligation to comply with this sub-clause 6.4(a)(ii) shall cease 20 Business Days following the date of service of the relevant Account Notice.

- (b) The Security Agent shall not be entitled to give any notice referred to in paragraph 2 of the Account Notice in respect of the Bank Accounts, unless and until a Declared Default has occurred.

6.5 Insurance Policies

- (a) In relation to any Insurance Policy, within five (5) Business Days of a written request of the Security Agent (which may only be given after the occurrence of a Declared Default), the relevant Chargor shall duly execute and deliver to the other parties to the Insurance Policy (or procure delivery of) a notice in the form set out in Part 3 of Schedule 5.
- (b) Each Chargor shall use reasonable endeavours to procure that each counterparty acknowledges the notice given pursuant to sub-clause 6.5(a) above by countersigning a copy of it and delivering that copy to the Security Agent within twenty (20) Business Days of service of such notice, *provided that* if the

relevant Chargor has not been able to obtain acknowledgment any obligation to comply with this sub- clause 6.5(b) shall cease 20 Business Days following the date of service of the relevant notice.

6.6 Trading Receivables and Intercompany Receivables

- (a) In relation to any Trading Receivable or Intercompany Receivable, within five (5) Business Days of a written request of the Security Agent (which may only be given after the occurrence of a Declared Default), the relevant Chargor shall duly execute and deliver to the debtor in respect of that Trading Receivable (or procure delivery thereof) a Counterparty Notice.
- (b) Each Chargor shall use reasonable endeavours to procure that each debtor acknowledges the notice given pursuant to sub-clause 6.6(a) above by countersigning a copy of it and delivering that copy to the Security Agent within twenty (20) Business Days of service of such notice, *provided that*, in respect of any Trading Receivable, if the relevant Chargor has not been able to obtain acknowledgment any obligation to comply with this sub-clause 6.6(b) shall cease 20 Business Days following the date of service of the relevant notice.

6.7 Assigned Agreements

- (a) Each Chargor will:
 - (i) in respect of the Bonds, as soon as reasonably practicable after the date of execution of this Debenture, but in any event within five (5) Business Days of the date of this Debenture,
 - (ii) in respect of each Credit Agreement Swap, as soon as reasonably practicable and in any event within five (5) Business Days of receipt by the Chargor of an executed copy or, if later, the date of this Debenture or the date of any relevant Security Accession Deed;
 - (iii) in respect of a Swap Contract other than a Credit Agreement Swap, within five (5) Business Days of a written request by the Security Agent (which may only be given after the occurrence of a Declared Default); and
 - (iv) in respect of any other Assigned Agreement designated by Bidco and the Security Agent as such after the date of this Debenture, as soon as reasonably practicable and in any event within five (5) Business Days of such designation,

give notice to the other parties to the Assigned Agreement that it has assigned or charged its right under the relevant agreement to the Security Agent under this Debenture. Such notice will be a Counterparty Notice. Each relevant Chargor shall use reasonable endeavours to procure that such counterparty signs and delivers to the Security Agent an acknowledgement substantially in

the form set out in the Counterparty Notice within twenty (20) Business Days after the delivery of the Counterparty Notice, *provided that*, other than in respect of the Bonds, if the relevant Chargor has not been able to obtain acknowledgment any obligation to comply with this sub-clause 6.7(a) shall cease 20 Business Days following the date of service of the relevant notice.

- (b) The Security Agent shall not be entitled to give any notice referred to in paragraph 2 of the Counterparty Notice, unless and until a Declared Default has occurred.

6.8 Voting and Distribution Rights

- (a) Prior to the occurrence of a Declared Default:
 - (i) each Chargor shall be entitled to receive and retain all dividends, distributions and other monies paid or payable on or derived from its Shares or Related Share Rights; and
 - (ii) each Chargor shall be entitled to take all steps and exercise all rights, powers and discretion (including voting rights) attaching to its Shares as well as Related Share Rights and to deal with, receive, own and retain all assets and proceeds in relation thereto without restriction or condition, *provided that*, it shall not exercise any such voting rights or powers in a manner which would prejudice the validity or enforceability of the security created under this Debenture or cause an Event of Default.
- (b) After a Declared Default has occurred, the Security Agent or its nominee may (in the name of the relevant Chargor and without further consent or authority on the part of the Chargor) exercise any voting and other rights and powers which may be exercised by the legal or beneficial owner of any Shares, any person who is the holder of any Shares or otherwise.
- (c) If, at any time following a Declared Default, any Shares are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Shares 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, moneys 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.

6.9 Intellectual Property

Each Chargor will promptly at its own cost do all such acts or execute all such documents as the Security Agent may reasonably specify and in such form as the

Security Agent may reasonably require to enable the Security Agent to take any action (or procure that any such action is taken), which the Security Agent may reasonably deem required to create, perfect, protect or maintain the Security created under this Debenture in respect of any Material Intellectual Property registered in the US, including the making of filings and registrations and recordations with the United States Patent and Trademark Office or United States Copyright Office, as applicable.

7. Rights of Chargors in respect of Charged Property

Notwithstanding anything to the contrary set out in this Debenture, until the occurrence of a Declared Default (or such later date as provided by this Debenture) each Chargor shall continue to:

- (a) have the sole right (i) to deal with any Bank Accounts, Assigned Agreements, Trading Receivables, Other Debts, Insurance Policies and any Related Rights in respect of the same, and all contractual counterparties in respect thereof, and (ii) to amend, waive or terminate (or allow to lapse) any rights, benefits and/or obligations in respect of such Bank Accounts, Assigned Agreements, Trading Receivables, Other Debts, Insurance Policies and any Related Rights in respect of the same, in each case without reference to any Secured Party, subject only to the terms of the First Lien Credit Agreement; and
- (b) operate and transact business in relation to the Bank Accounts, Assigned Agreements, Trading Receivables, Other Debts, Insurance Policies and any Related Rights in respect of the same, including making withdrawals from and effecting closures of the Bank Accounts, other than to the extent agreed to be restricted pursuant to any Account Notice, Counterparty Notice or Insurance Notice and the First Lien Credit Agreement.

8. Continuing Security

8.1 Continuing Security

This Security constituted by this Debenture shall remain in full force and effect as a continuing security for the Secured Obligations notwithstanding any intermediate payment, discharge, satisfaction or settlement of all or any part of the Secured Obligations or any other act, matter or thing.

8.2 Other Security

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

9. Enforcement of Security

9.1 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 after a Declared Default has occurred when the Security Agent may, without notice to the relevant Chargor or prior authorisation from any court, in its absolute discretion enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property.

9.2 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.

9.3 Powers of Leasing

The Security 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.

9.4 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 Security Agent without further notice to any Chargor at any time after a Declared Default has occurred, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

9.5 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.

9.6 Appropriation under the Financial Collateral Regulations

- (a) In this Debenture, “financial collateral” shall mean any part of the Charged Property which falls within the definition of financial collateral in the Financial

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

- (b) At any time after a Declared Default has occurred, the Security Agent may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Obligations.
- (c) The Security Agent must promptly attribute a value to the appropriated financial collateral as confirmed by reference to either the relevant public quoted index reflecting the right to effect an immediate sale thereof on a recognised stock exchange at such price on such date of valuation (if applicable) or a fair valuation opinion provided by an independent reputable internationally recognised third party professional firm of advisors and, in any event, attributed in a commercially reasonable manner.
- (d) Where the Security Agent exercises its rights of appropriation and the value of the financial collateral appropriated in accordance with this clause 9.6 differs from the amount of the Secured Obligations, either:
 - (i) the Security Agent must account to the relevant Chargor promptly upon the determination of such value for the amount by which the value of the appropriated financial collateral exceeds the Secured Obligations; or
 - (ii) the relevant Chargor will remain liable to the Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Secured Obligations.

9.7 Fixtures

At any time following a Declared Default, the Security Agent may sever any fixtures from the property to which they are attached and sell them separately from that property.

10. Receivers

10.1 Appointment of Receiver or Administrator

- (a) Subject to paragraph (d) below, at any time after a Declared Default has occurred, or if so requested by the relevant Chargor, the Security Agent may by writing under hand signed by any officer or manager of the Security Agent, appoint:
 - (i) any person (or persons) to be a Receiver of all or any part of the Charged Property;
 - (ii) appoint two or more Receivers of separate parts of the Charged Property;
 - (iii) remove (so far as it is lawfully able) any Receiver so appointed;

- (iv) appoint another person(s) as an additional or replacement Receiver(s); or
 - (v) appoint one or more persons to be an administrator of the relevant Chargor.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this Debenture.
 - (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Debenture.
 - (d) At any time after a Declared Default has occurred, the Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act 1986.

10.2 Powers of Receiver

Each Receiver appointed under this Debenture shall have (subject to any limitations or restrictions which the Security 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 or not an administrative receiver. In addition, notwithstanding any liquidation of the relevant Chargor, each Receiver shall, following the occurrence of a Declared Default, have power to (but will not be limited 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 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) exercise on behalf of the relevant Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Charged Property; and
- (n) 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 10.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property,

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

10.3 Receiver as Agent

Each Receiver appointed under this Debenture 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 Security Agent will not be responsible for any misconduct, negligence or default of a Receiver.

10.4 Removal of Receiver

The Security 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.

10.5 Remuneration of Receiver

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

10.6 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).

11. Application of Proceeds

11.1 Order of Application

All moneys received or recovered by the Security 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 Intercreditor Agreement notwithstanding any purported appropriation by any Chargor.

11.2 Insurance Proceeds

If a Declared Default has occurred, all moneys received by virtue of any insurance maintained or effected in respect of the Charged Property shall be paid to the Security Agent (or, if not paid by the insurers directly to the Security Agent, shall be held on trust for the Security Agent) and shall, at the option of the Security Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost or (except in the case of leasehold premises) in reduction of the Secured Obligations.

11.3 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.

11.4 Application Against Secured Obligations

Subject to Clause 11.1 above, any moneys or other value received or realised by the Security Agent from a Chargor or a Receiver under this Debenture may be applied by the Security 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 Security Agent may determine.

11.5 Suspense Account

- (a) Until the Secured Obligations are paid in full, the Security Agent may place and keep (for such time as it shall determine) any money received, recovered or realized 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 Security Agent as the Security Agent shall think fit) and the Security Agent (or any Receiver) may retain the same for the period which he (or any Receiver) considers expedient without having any obligation to apply all or any part of that money in or towards discharge of the Secured Obligations.
- (b) If the Security created under this Debenture is enforced at a time when no amount is due under the Finance Documents but at the time when amounts may or will become due, the Security Agent (or Receiver) may pay the proceeds of recoveries into a suspense account.

12. Protection of Security Agent and Receiver

12.1 No Liability

Neither the Security 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, wilful default or breach of any obligations under the Loan Documents.

12.2 Possession of Charged Property

Without prejudice to Clause 12.1 above, if the Security Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Property to which a mortgagee or mortgagee in possession might otherwise be liable and may at any time at its discretion go out of such possession.

12.3 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 Security 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. The provisions of the First Lien Guaranty will apply in relation to this Debenture as if incorporated in this Debenture, but on the basis that the obligations of each Guarantor arising under the First Lien Guaranty will be deemed to be substituted by the obligations of each Chargor under this Debenture.

12.4 Security Agent

The Security Agent enters into this Debenture in its capacity as International Security Agent (as defined in the Intercreditor Agreement) and the provisions of Schedule 8 of the Intercreditor Agreement apply to the Security Agent under this Debenture.

12.5 Delegation

Without prejudice to delegation by the Security Agent permitted under the First Lien Credit Agreement, following a Declared Default and subject to the terms of the First Lien Credit Agreement, the Security 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 Security 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.

12.6 Cumulative Powers

The powers which this Debenture confers on the Security 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 Security 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 Security 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.

13. Power of Attorney

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed at any time after the occurrence of a Declared Default 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 to enable the exercise of any rights or powers conferred on the Security Agent or any Receiver under this Debenture or by law or otherwise for any

of the purposes of this Debenture, and each Chargor covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed (or purported to be made, done or executed) by that attorney.

14. Protection for Third Parties

14.1 No Obligation to Enquire

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

- (a) the right of the Security 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 powers; 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.

14.2 Receipt Conclusive

The receipt of the Security 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 moneys paid to or by the direction of the Security Agent or any Receiver.

15. Discharge and Release

15.1 Amounts Avoided

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

15.2 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.

15.3 Covenant to Release

Once all the Secured Obligations have been paid in full and none of the Security Agent nor any other Secured Party has any actual or contingent liability to advance further monies to or incur liability on behalf of any Chargor or any other Loan Party under the Finance Documents, the Security Agent and each other Secured Party shall, at the request and cost of any Chargor, promptly take any action including preparing and delivering all documents and instruments (including any termination or release letter or deed) and performing all acts or deeds (including returning title documents, share certificates, related stock transfer forms and any other document belonging to such Chargor and sending notifications to the banks with whom Bank Accounts are maintained and counterparties to the Assigned Agreements) which are, in each case, necessary, desirable, or otherwise requested by any Chargor to release the Charged Property from the Security constituted by this Debenture in a manner reasonably satisfactory to such Chargor.

16. Ruling Off

If the Security 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 First Lien 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

17. Redemption of Prior Charges

The Security Agent may, at any time after a Declared Default has occurred, 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, upon a demand made in writing to it, pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

18. Changes to Parties

18.1 Assignment by the Security Agent

The Security Agent may at any time assign or otherwise transfer all or any part of its rights and obligations under this Debenture in accordance with the Finance Documents. The Security Agent shall be entitled to disclose such information

concerning each Chargor and this Debenture as the Security Agent considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law. None of the rights and obligations of any Chargor under this Debenture shall be capable of being assigned or transferred.

18.2 Changes to Parties

Each Chargor authorises and agrees to changes to parties under Section 10.07 (*Successors and Assigns*) of the First Lien Credit Agreement and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

18.3 New Subsidiaries

Each of the Chargors will procure that any new Subsidiary of it which is required to do so by the terms of the First Lien Credit Agreement executes a Security Accession Deed (subject to such amendments as may be required in accordance with the Agreed Security Principles).

18.4 Consent of Chargors

Each Chargor consents to new Subsidiaries becoming Chargors as contemplated by Clause 18.3 above and irrevocably appoints Bidco as its agent for the purpose of executing any Security Accession Deed on its behalf.

19. Miscellaneous

19.1 Certificates Conclusive

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

19.2 Counterparts

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.

19.3 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.

19.4 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.

20. Notices

Each Chargor agrees that any notice or other communication to be given or made to it under or in connection with this Debenture may be given or made in accordance with Section 10.02(f) (*Notice to other Loan Parties*) of the First Lien Credit Agreement.

21. Governing Law and Jurisdiction

21.1 Governing Law

This Debenture and any non-contractual obligations arising out of or in connection with it are governed by English law.

21.2 Jurisdiction

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or the consequences of its nullity or any non-contractual obligation arising out of or in connection with this Debenture (a “**Dispute**”).

21.3 Convenient Forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

21.4 Exclusive Jurisdiction

This Clause 21 (*Governing Law and Jurisdiction*) is for the benefit of the Security Agent only. As a result and notwithstanding Clause 21.2 (*Jurisdiction*) and Clause 21.3 (*Convenient Forum*), it does not prevent the Security Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Agent may take concurrent proceedings in any number of jurisdictions.

In witness whereof this Debenture has been duly executed as a deed on the date first above written.

**Schedule 1
Material Properties**

Registered Land

<u>Chargor</u>	<u>County and District (or London Borough)</u>	<u>Address or description</u>	<u>Freehold or Leasehold</u>	<u>Title No.</u>
None.				

Unregistered Land

<u>Chargor</u>	<u>County and District (or London Borough)</u>	<u>Address or description</u>	<u>Freehold or Leasehold</u>
None.			

**Schedule 2
Shares**

Name of Chargor which holds the shares	Name of company issuing shares	Number and class
Air Newco 6 S.à r.L.	Air Bidco Limited	1 Ordinary Share of £1 each
Drury Lane (Jersey) Limited	ADV Management Services Limited	1 ordinary share of £1.00
Business Systems Group Holdings Limited	Advanced 365 Limited	1,000,000 ordinary shares of £1.00 each
Redac Limited	Advanced Business Software and Solutions Limited	1,108 ordinary shares of £1.00 each
Drury Lane (Jersey) Limited	Advanced Health and Care Limited	831,914 ordinary shares of £0.01 each
Alphalaw Limited	Advanced Legal Solutions Limited	100 ordinary shares of £1.00 each
Computer Software Holdings Limited	Advanced Ticketing Limited	500,000 ordinary shares of £1.00 each
Computer Software Holdings Limited	Alphalaw Limited	100 ordinary shares of £0.01 each
Drury Lane (Jersey) Limited	Business Systems Group Holdings Limited	20 ordinary shares of £0.05 each
Computer Software Group Limited	Charitysoftware Limited	1 ordinary share of £1.00
Drury Lane (Jersey) Limited	Compass Computer Consultants Limited	8,795 ordinary shares of £1.00 each
Computer Software Holdings Limited	Computer Software Group Limited	10 ordinary shares of £0.10 each
CSG Bidco Limited	Computer Software Holdings Limited	1 ordinary share of £1.00
Drury Lane (Jersey) Limited	ConsultCRM Limited	1,000,000 ordinary shares of £0.0001 each
Drury Lane (Jersey) Limited	Consultgrp Limited	1,000 ordinary shares of £0.0001 each
CSG Midco Limited	CSG Bidco Limited	675,000 ordinary shares of £0.01 each
Advanced Business Software and Solutions Limited	CSG EquityCo Limited	796,950 ordinary shares of £0.01 each
CSG Shareholder DebtCo Limited	CSG Midco Limited	675,000 ordinary shares of £0.01 each
CSG EquityCo Limited	CSG Shareholder DebtCo Limited	675,000 ordinary shares of £0.01 each
Advanced Computer Software Group Limited	Drury Lane (Jersey) Limited	100,025,101,264 ordinary shares of £0.0001 each
Drury Lane (Jersey) Limited	Exchequer365 Mobile Solutions Limited	100 ordinary shares of £1.00 each
Drury Lane (Jersey) Limited	Goldcrest Solutions Limited	100 ordinary shares of £1.00 each

Drury Lane (Jersey) Limited	Konnekt IT Solutions Limited	100 ordinary shares of £1.00 each
Drury Lane (Jersey) Limited	Redac Limited	1 ordinary share of £1.00
Drury Lane (Jersey) Limited	Staffplan Limited	217 ordinary shares of £1.00 each
Computer Software Holdings Limited	Transoft Group Limited	16,548 ordinary shares of £1.00 each
Advanced Business Software and Solutions Limited	V1 Limited	100 ordinary shares of £1.00 each

Schedule 3
Bank Accounts

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
Advanced 365 Limited	HSBC Bank Plc 70 Pall Mall, London, SW1Y 5EZ	██████████	██████████
Advanced Business Software and Solutions Limited	HSBC Bank Plc 70 Pall Mall, London, SW1Y 5EZ	██████████	██████████
Advanced Business Software and Solutions Limited	HSBC Bank Plc 70 Pall Mall, London, SW1Y 5EZ	██████████	██████████
Advanced Business Software and Solutions Limited	HSBC Bank Plc 70 Pall Mall, London, SW1Y 5EZ	██████████	██████████
Advanced Business Software and Solutions Limited	HSBC Bank Plc 70 Pall Mall, London, SW1Y 5EZ	██████████	██████████
Advanced Business Software and Solutions Limited	HSBC Bank Plc 70 Pall Mall, London, SW1Y 5EZ	██████████	██████████
Advanced Business Software and Solutions Limited	HSBC Bank Plc 70 Pall Mall, London, SW1Y 5EZ	██████████	██████████
Advanced Computer Software Group Limited	HSBC Bank Plc 70 Pall Mall, London, SW1Y 5EZ	██████████	██████████
Advanced Computer Software Group Limited	HSBC Bank Plc 70 Pall Mall, London, SW1Y 5EZ	██████████	██████████
Advanced Computer Software Group Limited	HSBC Bank Plc 70 Pall Mall, London, SW1Y 5EZ	██████████	██████████
Advanced Computer Software Group Limited	HSBC Bank Plc 70 Pall Mall, London, SW1Y 5EZ	██████████	██████████
Advanced Computer Software Group Limited	HSBC Bank Plc 70 Pall Mall, London, SW1Y 5EZ	██████████	██████████
Advanced Health and Care Limited	HSBC Bank Plc 70 Pall Mall, London, SW1Y 5EZ	██████████	██████████
Advanced Legal Solutions Limited	HSBC Bank Plc 70 Pall Mall, London, SW1Y 5EZ	██████████	██████████
Advanced Ticketing Limited	HSBC Bank Plc 70 Pall Mall, London, SW1Y 5EZ	██████████	██████████

	5EZ		
Compass Computer Consultants Limited	HSBC Bank Plc 70 Pall Mall, London, SW1Y 5EZ		
Computer Software Group Limited	HSBC Bank Plc 70 Pall Mall, London, SW1Y 5EZ		
Computer Software Group Limited	HSBC Bank Plc 70 Pall Mall, London, SW1Y 5EZ		
ConsultCRM Limited	HSBC Bank Plc 70 Pall Mall, London, SW1Y 5EZ		
Drury Lane (Jersey) Limited	HSBC Bank Plc 70 Pall Mall, London, SW1Y 5EZ		
Redac Limited	HSBC Bank Plc 70 Pall Mall, London, SW1Y 5EZ		
Transoft Group Ltd	HSBC Bank Plc 70 Pall Mall, London, SW1Y 5EZ		
Transoft Group Ltd	HSBC Bank Plc 70 Pall Mall, London, SW1Y 5EZ		
Transoft Group Ltd	HSBC Bank Plc 70 Pall Mall, London, SW1Y 5EZ		
V1 Limited	HSBC Bank Plc 70 Pall Mall, London, SW1Y 5EZ		

Schedule 4
Intellectual Property

None

Schedule 5
Forms of Notices

Part 1
Form of Account Notice

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

Dated: [•]

Dear Sirs

Re: The [•] Group of Companies - Security over Bank Accounts

We notify you that, notwithstanding and without prejudice to, any notice that we may have previously served on you in relation to the English law debenture dated 21 November 2014 between, inter alia, Air Bidco Limited and Morgan Stanley Senior Funding, Inc. (the “**Existing Debenture**”) which, for the avoidance of doubt, will continue in full force and effect, each of [insert names of Chargors] (the “**Chargors**”) has assigned (subject to the Existing Debenture) and charged to [insert name of Security Agent] (the “**Security 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 any other accounts of the Chargors from time to time (the “**Charged Accounts**”) and to all interest (if any) accruing on the Charged Accounts by way of a Debenture dated [•] 2018 (the “**Debenture**”).

1. Prior to the receipt by you of a notice from the Security Agent specifying that a Declared Default (as defined in the Debenture) has occurred, the Chargors will have the sole right: (i) to operate and transact business in relation to the Charged Accounts (including making withdrawals from and effecting closures of the Charged Accounts), and (ii) to deal with you in relation to the Charged Accounts.
2. Following receipt by you of a written notice from the Security Agent specifying that a Declared Default has occurred under the Debenture (but not at any other time) the Chargors irrevocably authorise you:
 - (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct), and not to the Chargors, promptly following receipt of written instructions from the Security Agent to that effect;
 - (b) to disclose to the Security Agent any information relating to the Chargors and the Charged Accounts which the Security Agent may from time to time request you to provide; and

- (c) otherwise to deal only with the Security Agent in relation to the Charged Accounts.
- 3. The provisions of this notice may only be revoked or varied with the written consent of the Security Agent and the Chargors.
- 4. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargors) by way of your confirmation that:
 - (a) you agree to act in accordance with the provisions of this notice;
 - (b) you have not previously received notice (other than notices which were subsequently irrevocably withdrawn) that any Chargor 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; and
 - (c) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against any Chargor, any right of set-off, counter-claim or other right relating to the Charged Accounts, except prior security interests in favour of you created or arising by operation of law or in your standard terms and conditions (including, as applicable, for the netting of credit and debit balances pursuant to current account netting arrangements).
- 5. The provisions of this notice are governed by English law.

	Schedule	
Chargor	Account Number	Sort Code
[•]	[•]	[•]

Yours faithfully

for and on behalf of
[Insert names of all relevant Chargors]

Counter-signed by

for and on behalf of

[Insert name of Security Agent]

[*On acknowledgement copy*]

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

Copy to: Air Bidco Limited

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs 4(a) to (c) above. We understand that the notice is being served on us notwithstanding the fact that we may have previously received notices pursuant to the Existing Debenture and we acknowledge that any such notices received pursuant to the Existing Debenture are in full force and effect.

for and on behalf of

[**Insert name of Account Bank**]

Dated: [•]

Part 2
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, notwithstanding and without prejudice to, any notice that we may have previously served on you in relation to the English law debenture dated 21 November 2014 between, inter alia, Air Bidco Limited and Morgan Stanley Senior Funding, Inc. (the “**Existing Debenture**”) which, for the avoidance of doubt, will continue in full force and effect, *[insert name of Chargor]* (the “**Chargor**”) has assigned (subject to the Existing Debenture) to *[insert name of Security Agent]* (the “**Security 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 [•] (the “**Debenture**”).

We further notify you that:

1. [Subject to the terms of the Subordination Agreement, prior to receipt by you of a written notice from the Security Agent specifying that a Declared Default (as defined in the Debenture) has occurred, the Chargor will continue to have the sole right to deal with you in relation to the Agreement (including any amendment, waiver or termination thereof).]¹ [Prior to receipt by you of a written notice from the Security Agent specifying that a Declared Default (as defined in the Debenture) has occurred, the Chargor will continue to have the sole right to deal with you in relation to the Agreement (including any amendment, waiver or termination thereof).]²
2. Following receipt by you of a written notice from the Security Agent specifying that a Declared Default has occurred (but not at any other time), the Chargor irrevocably authorises you:
 - (a) to pay all monies to which the Chargor is entitled under the Agreement direct to the Security Agent (or as it may direct), and not to the Chargor, promptly following receipt of written instructions from the Security Agent to that effect;
 - (b) to disclose to the Security Agent any information relating to the Agreement which the Security Agent may from time to time request in writing; and
 - (c) otherwise to deal only with the Security Agent in relation to the Agreement.

¹ To be included in Counterparty Notice relating to the Bonds.

² To be included in Counterparty Notice relating to any Assigned Agreement other than the Bonds

3. The provisions of this notice may only be revoked or varied with the written consent of the Security Agent and the Chargor.
4. Please sign and return the enclosed copy of this notice to the Security 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 have not previously received notice (other than any notices which were subsequently irrevocably withdrawn) 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.

Yours faithfully

for and on behalf of
[Insert name of Chargor]

[On acknowledgement copy]

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

Copy to: ***[Insert name address of Chargor]***

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs 4(a) to (c) above. We understand that the notice is being served on us notwithstanding the fact that we may have previously received notices pursuant to the Existing Debenture and we acknowledge that any such notices received pursuant to the Existing Debenture are in full force and effect.

for and on behalf of
[Insert name of Counterparty]

Dated: [•]

Part 3
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, notwithstanding and without prejudice to, any notice that we may have previously served on you in relation to the English law debenture dated 21 November 2014 between, inter alia, Air Bidco Limited and Morgan Stanley Senior Funding, Inc. (the “**Existing Debenture**”) which, for the avoidance of doubt, will continue in full force and effect, *[insert name of Chargor]* (the “**Chargor**”) has assigned (subject to the Existing Debenture) to *[insert name of Security Agent]* (the “**Security Agent**”) for the benefit of itself and certain other banks and financial institutions (the “**Secured Parties**”) all its right, title and interest in the Policies as security for certain obligations owed by the Chargor to the Secured Parties by way of a Debenture dated [•] (the “**Debenture**”).

We further notify you that:

1. The Chargor irrevocably authorises you:
 - (a) to pay all monies to which the Chargor is entitled under the Policies direct to the Security Agent (or as it may direct), and not to the Chargor, promptly following receipt of written instructions from the Security Agent to that effect;
 - (b) to disclose to the Security Agent any information relating to the Policies which the Security Agent may from time to time request in writing; and
 - (c) otherwise to deal only with the Security Agent in relation to the Policies.
2. The provisions of this notice may only be revoked or varied with the written consent of the Security Agent and the Chargor.
3. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of confirmation that:
 - (a) you agree to the terms of this notice and to act in accordance with its provisions;
 - (b) you have not previously received notice (other than notices which were subsequently irrevocably withdrawn) 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
 - (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 Policies.

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 Security Agent] Copy to: [Insert name address
of Chargor]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs 3(a) to (c) above. We understand that the notice is being served on us notwithstanding the fact that we may have previously received notices pursuant to the Existing Debenture and we acknowledge that any such notices received pursuant to the Existing Debenture are in full force and effect.

for and on behalf of
[Insert name of insurance company]

Dated: [•]

Schedule 6
English Chargors

Name of Chargor	Registered Number	Jurisdiction of Incorporation
ADV Management Services Ltd	06742280	England & Wales
Advanced 365 Limited	02124540	England & Wales
Advanced Business Software and Solutions Limited	03214465	England & Wales
Advanced Computer Software Group Limited	05965280	England & Wales
Advanced Health and Care Limited	02939302	England & Wales
Advanced Legal Solutions Limited	07979697	England & Wales
Advanced Ticketing Limited	03830932	England & Wales
Air Bidco Limited	09320875	England & Wales
Alphalaw Limited	04513131	England & Wales
Business Systems Group Holdings Limited	02923809	England & Wales
Charitysoftware Limited	02887401	England & Wales
Compass Computer Consultants Limited	02211500	England & Wales
Computer Software Group Limited	04023140	England & Wales
Computer Software Holdings Limited	06025453	England & Wales
ConsultCRM Limited	04977774	England & Wales
Consultgrp Limited	07405182	England & Wales
CSG Bidco Limited	07851238	England & Wales
CSG Equityco Limited	07851234	England & Wales
CSG Midco Limited	07851242	England & Wales
CSG Shareholder Debtco Limited	07851240	England & Wales
Drury Lane (Jersey) Limited	101314	Jersey
Exchequer365 Mobile Solutions Limited	08219472	England & Wales
Goldcrest Solutions Limited	06496291	England & Wales
Konnekt IT Solutions Limited	07277872	England & Wales
Redac Limited	04345919	England & Wales
Staffplan Limited	04344605	England & Wales
Transoft Group Limited	01974716	England & Wales
V1 Limited	02443078	England & Wales

Schedule 7
Form of Security Accession Deed

This Security Accession Deed is made on [•]

Between:

- (1) [•], a company incorporated in [England and Wales] with registered number [•] (the “**New Chargor**”);
- (2) Air Bidco Limited (“**Bidco**”) for itself and as agent for and on behalf of each of the existing Chargors; and
- (3) [•] as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

Recital:

This deed is supplemental to a Debenture dated [•] between Bidco and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the “**Debenture**”).

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 1.6 (*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 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

Subject to any limits on its liability specifically recorded in the Loan Documents, the New Chargor covenants as primary obligor and not only as surety with the Security Agent (for the benefit of itself and the other Secured Parties) that it will promptly on demand of the Security Agent pay to the Security Agent and discharge the Secured Obligations in accordance with the Finance Documents.

The New Chargor has granted the Existing Debenture in favour of the Security Agent. This Security Accession Deed and the Security hereby granted shall be subject to the Existing Debenture and the Intercreditor Agreement.

2.3 Fixed Security

Subject to the Existing Debenture and the Intercreditor Agreement, the new Chargor, as continuing security for the full payment of the Secured Obligations, charges in favour of the Security 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 legal mortgage, all Material Property together with all buildings and fixtures on that Material Property and all Related Rights, including but not limited to, the Material Properties listed in Schedule 1 of this Security Accession Deed; and

- (a) by way of first fixed charge:
 - (i) all other interests, rights and title from time to time (not effectively charged under Clause 2.3(a) above) in and to any Material Property (whether such interests are freehold, leasehold or licences) together with all buildings and fixtures on, and including all Related Rights of, such property and the benefit of all other agreements relating to land;
 - (ii) all of its Shares and all corresponding Related Share Rights;
 - (iii) all its right, title and interest from time to time in and to all of its Material Intellectual Property and all corresponding Related Rights;
 - (iv) all of its Tangible Moveable Property and all corresponding Related Rights;
 - (v) all of its Trading Receivables and all rights and claims against third parties in respect of those Trading Receivables and all corresponding Related Rights;
 - (vi) all of its Intercompany Receivables and all rights and claims against third parties in respect of those Intercompany Receivables and all corresponding Related Rights;
 - (vii) all of its Other Debts and all rights and claims against third parties in respect of those Other Debts and all corresponding Related Rights;
 - (viii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets and all corresponding Related Rights;
 - (ix) all its right, title and interest from time to time in and to its goodwill and rights in relation to the uncalled capital and all corresponding Related Rights; and

- (x) to the extent not effectively assigned by Clause 2.5 (*Assignment*), all its rights, title and interest in (and claims under) each of the Insurance Policies, the Bank Accounts and the Assigned Agreements.

2.4 Floating Charge

Subject to the Existing Debenture and the Intercreditor Agreement, as further continuing security for the full payment of the Secured Obligations, the New Chargor charges, with full title guarantee in favour of the Security 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 including to the extent not effectively charged by way of fixed charge under Clause 2.3 (*Fixed Security*) or assigned under Clause 2.5 (*Assignment*) and whether or not so expressed to be charged or assigned.

2.5 Assignment

Subject to the Existing Debenture and the Intercreditor Agreement, the New Chargor assigns and agrees to assign absolutely to the Security Agent as continuing security for the full payment, performance and discharge of the Secured Obligations all its right, title and interest from time to time in and to each of the following assets:

- (a) the Insurance Policies and all Related Rights;
- (b) all rights and claims in relation to the Bank Accounts; and
- (c) the Assigned Agreements,

provided that on final and irrevocable payment and discharge in full of the Secured Obligations and subject to as provided in Clause 15 (*Discharge and Release*) of the Debenture, the Security Agent will, at the request and cost of the New Chargor, re-assign the relevant Assigned Agreements to the New Chargor (or as it shall direct) without delay and in a manner satisfactory to the New Chargor (acting reasonably). Subject to Clause 6.7 (*Assigned Agreements*) of the Debenture, until the occurrence of a Declared Default the New Chargor may continue to deal with the counterparties to the relevant Assigned Agreements.

3. Consent of Existing Chargors

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

4. Construction of Debenture

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**” will be deemed to include this deed.

5. Notices

The New Chargor confirms that any notice or other communication to be given or made to it under or in connection with this deed may be given or made in accordance with Section 10.02(f) (*Notice to other Loan Parties*) of the First Lien Credit Agreement.

6. Governing Law and Jurisdiction

This deed and any dispute, proceedings or claims of whatever nature or non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law and the parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or any non- contractual obligations arising out of or in connection with it).

In witness whereof this deed has been duly executed on the date first above written.

Schedule 1 to Security Accession Deed: Material Properties

[•]

Schedule 2 to Security Accession Deed: Shares

[•]

Schedule 3 to Security Accession Deed: Bank Accounts

[•]

Schedule 4 to Security Accession Deed: Intellectual Property

[•]

Signatories to Security Accession Deed

The New Chargor

Executed as a Deed by [*Name of New Chargor*] acting by:

[•] as Director

Witness:

Name:

Address:

Occupation:

Notice Details

Address:

Facsimile:

Attention:

Executed as a Deed by Air Bidco Limited acting by:

[•] as Director

Witness:

Name:

Address:

Occupation:

Notice Details

Address:

Facsimile:

Attention:

The Security Agent Signed by
[*Name of Security Agent*] acting by:

[•] as Authorised Signatory

Notice Details

Address:
Facsimile:
Attention:

EXECUTED as a DEED by
AIR BIDCO LIMITED
acting by a director:

[REDACTED]

Director

Witness

[REDACTED]

Name: Kristen Frizzelle

Address:

[REDACTED]

Occupation: Executive Assistant

Notice Details

Address:

Attention:

EXECUTED as a **DEED** by
AIR NEWCO 5 S.A.R.L.
acting by two managers:

[REDACTED]

A Manager

B Manager

Notice Details

Address:

Attention:

EXECUTED as a **DEED** by
AIR NEWCO 6 S.A.R.L.
acting by two managers:

[REDACTED]

A Manager


B Manager


Notice Details

Address:

Attention:

EXECUTED as a **DEED** by
AIR NEWCO 5 S.A.R.L.
acting by two managers:


A Manager 


B Manager  - FABRICE HUBERTY

Notice Details
Address:

Attention:

EXECUTED as a **DEED** by
AIR NEWCO 6 S.A.R.L.
acting by two managers:

A Manager 

B Manager  - FABRICE HUBERTY

Notice Details
Address:

Attention:

EXECUTED as a **DEED** by
ADV MANAGEMENT SERVICES LIMITED
acting by a director:



Director



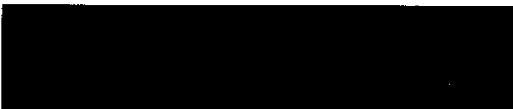
Witness

Notice Details

Name: NATALIE SHAW

Address:

Address:



Occupation: CHARTERED ACCOUNTANT

Attention:

EXECUTED as a **DEED** by
ADVANCED 365 LIMITED
acting by a director:



Director



Witness

Notice Details

Name: NATALIE SHAW

Address:


Address:



Occupation: CHARTERED ACCOUNTANT

Attention:

EXECUTED as a **DEED** by
ADVANCED BUSINESS SOFTWARE AND SOLUTIONS LIMITED
acting by a director:



Director



Witness

Name: NATALIE SHAW

Address:



Occupation:

CHARTERED ACCOUNTANT

Notice Details

Address:

Attention:

EXECUTED as a **DEED** by
ADVANCED COMPUTER SOFTWARE GROUP LIMITED
acting by a director:



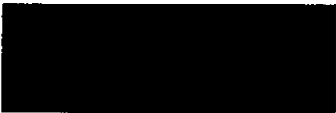
Director



Witness

Name: NATALIE SHAW

Address:



Occupation:

CHARTERED ACCOUNTANT

Notice Details

Address:

Attention:

EXECUTED as a **DEED** by
ADVANCED HEALTH AND CARE LIMITED
acting by a director:



Director



Witness

Name: NATALIE SHAW

Address:

Occupation: CHARTERED ACCOUNTANT

Notice Details

Address:

Attention:

EXECUTED as a **DEED** by
ADVANCED LEGAL SOLUTIONS LIMITED
acting by a director:



Director



Witness

Name: NATALIE SHAW

Address:

Occupation: CHARTERED ACCOUNTANT

Notice Details

Address:

Attention:

EXECUTED as a **DEED** by
ADVANCED TICKETING LIMITED
acting by a director:



Director



Witness

Name: NATHALIE SHAW

Address:

Occupation:

CHARTERED ACCOUNTANT

Notice Details

Address:

Attention:

EXECUTED as a **DEED** by
ALPHALAW LIMITED
acting by a director:



Director



Witness

Name: NATHALIE SHAW

Address:

Occupation:

CHARTERED ACCOUNTANT

Notice Details

Address:

Attention:

EXECUTED as a **DEED** by
BUSINESS SYSTEMS GROUP HOLDINGS LIMITED
acting by a director:



Director




Witness

Name: NATALIE SHAW

Address:

Occupation:




CHARTERED ACCOUNTANT

Notice Details

Address:

Attention:

EXECUTED as a **DEED** by
CHARITYSOFTWARE LIMITED
acting by a director:



Director

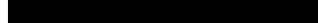


Witness

Name: NATALIE SHAW

Address:

Occupation:


CHARTERED ACCOUNTANT

Notice Details

Address:

Attention:

EXECUTED as a **DEED** by
COMPASS COMPUTER CONSULTANTS LIMITED
acting by a director:



Director



Witness

Notice Details

Name: NATALIE SHAW

Address:

Address:



Occupation:

CHARTERED ACCOUNTANT

Attention:

EXECUTED as a **DEED** by
COMPUTER SOFTWARE GROUP LIMITED
acting by a director:



Director



Witness

Notice Details

Name: NATALIE SHAW

Address:

Address:



Occupation: CHARTERED ACCOUNTANT

Attention:

EXECUTED as a **DEED** by
COMPUTER SOFTWARE HOLDINGS LIMITED
acting by a director:



Director



Witness

Name: NATALIE SHAW

Address:

Occupation: CHARTERED ACCOUNTANT

Notice Details

Address:

Attention:

EXECUTED as a **DEED** by
CONSULCRM LIMITED
acting by a director:



Director



Witness

Name: NATALIE SHAW

Address:

Occupation: CHARTERED ACCOUNTANT

Notice Details

Address:

Attention:

EXECUTED as a **DEED** by
CONSULTGRP LIMITED
acting by a director:

[REDACTED]

Director

[REDACTED]

Witness

Name: NATALIE SHAW

Address:

[REDACTED]

Occupation:

CHARTERED ACCOUNTANT

Notice Details

Address:

Attention:

EXECUTED as a **DEED** by
CSG BIDCO LIMITED
acting by a director:

[REDACTED]

Director

[REDACTED]

Witness

Name: NATALIE SHAW

Address:

[REDACTED]

Occupation:

CHARTERED ACCOUNTANT

Notice Details

Address:

Attention:

EXECUTED as a **DEED** by
CSG EQUITYCO LIMITED
acting by a director:



Director



Witness

Name: NATALIE SHAW

Address:

Occupation: CHARTERED ACCOUNTANT

Notice Details

Address:

Attention:

EXECUTED as a **DEED** by
CSG MIDCO LIMITED
acting by a director:



Director



Witness

Name: NATALIE SHAW

Address:

Occupation: CHARTERED ACCOUNTANT

Notice Details

Address:

Attention:

EXECUTED as a **DEED** by
CSG SHAREHOLDER DEBT CO LIMITED
acting by a director:



Director

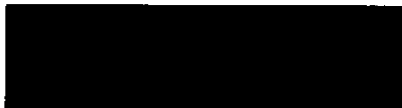


Witness

NATHALIE SHAW

Name:

Address:



Occupation: CHARTERED ACCOUNTANT

Notice Details

Address:

Attention:

EXECUTED as a **DEED** by
DRURY LANE (JERSEY) LIMITED
acting by a director:



Director



Witness

NATHALIE SHAW

Name:

Address:



Occupation:

CHARTERED ACCOUNTANT

Notice Details

Address:

Attention:

EXECUTED as a **DEED** by
EXCHEQUER365 MOBILE SOLUTIONS LIMITED
acting by a director:

[Redacted Signature]

Director

[Redacted Signature]

Witness

Name: NATALIE SHAW

Address:

[Redacted Address]

Occupation: CHARTERED ACCOUNTANT

Notice Details

Address:

Attention:

EXECUTED as a **DEED** by
GOLDCREST SOLUTIONS LIMITED
acting by a director:

[Redacted Signature]

Director

[Redacted Signature]

Witness

Name: NATALIE SHAW

Address:

[Redacted Address]

Occupation: CHARTERED ACCOUNTANT

Notice Details

Address:

Attention:

EXECUTED as a **DEED** by
KONNEKT IT SOLUTIONS LIMITED
acting by a director:



Director



Witness

Notice Details

Name: *NATALIE SHAW*


Address:

Address:

Occupation: *CHARTERED ACCOUNTANT*

Attention:

EXECUTED as a **DEED** by
REDAC LIMITED
acting by a director:



Director



Witness

Notice Details

Name: *NATALIE SHAW*


Address:

Address:

Occupation: *CHARTERED ACCOUNTANT*

Attention:

EXECUTED as a **DEED** by
STAFFPLAN LIMITED
acting by a director:

[REDACTED]

Director

[REDACTED]

Witness

Name: NATALIE SHAW

Address:

[REDACTED]

Occupation: CHARTERED ACCOUNTANT

Notice Details

Address:

Attention:

EXECUTED as a **DEED** by
TRANSOFT GROUP LIMITED
acting by a director:

[REDACTED]

Director

[REDACTED]

Witness

Name: NATALIE SHAW

Address:

[REDACTED]

Occupation: CHARTERED ACCOUNTANT

Notice Details

Address:

Attention:

EXECUTED as a **DEED** by
V1 LIMITED
acting by a director:

[REDACTED]

Director

[REDACTED]

Witness

Name: NATALIE SHAW

Address:

[REDACTED]

Occupation:

CHARTERED ACCOUNTANT

Notice Details

Address:

Attention:

EXECUTED as a **DEED** by
MORGAN STANLEY SENIOR FUNDING, INC.
acting by a director:



Andrew Earls
as Authorised Signatory

Notice Details

Address: 1300 THAMES STREET, 4TH FLOOR
THAMES STREET WHARF
BALTIMORE, MD, 21231

-
Attention: AGENCY TEAM
AGENCY.BORROWERS@morganstanley.com
(917) 260-0588