



**Registration of a Charge**

Company Name: **ORIGINAL ADDITIONS (BEAUTY PRODUCTS) LIMITED**

Company Number: **05094961**



Received for filing in Electronic Format on the: **01/08/2023**

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**Details of Charge**

Date of creation: **26/07/2023**

Charge code: **0509 4961 0007**

Persons entitled: **NOMURA CORPORATE FUNDING AMERICAS, LLC AS COLLATERAL AGENT**

Brief description: **NOT APPLICABLE**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

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

Certified by: **CAHILL GORDON & REINDEL (UK) LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5094961

Charge code: 0509 4961 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th July 2023 and created by ORIGINAL ADDITIONS (BEAUTY PRODUCTS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st August 2023 .

Given at Companies House, Cardiff on 1st August 2023

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**

**EXECUTION VERSION**

**SECURITY AGREEMENT**

**DATED 26 JULY 2023**

**BETWEEN**

**THE CHARGORS**  
**as defined herein**

**and**

**NOMURA CORPORATE FUNDING AMERICAS, LLC**  
**as Collateral Agent**

**Cahill**

Cahill Gordon & Reindel (UK) LLP

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**THIS DEED** is dated 26 July 2023 and made **BETWEEN**:

- (1) **THE COMPANIES** listed in Schedule 1 (*The Original Chargors*) as original chargors (in this capacity, the “**Original Chargors**”); and
- (2) **NOMURA CORPORATE FUNDING AMERICAS, LLC** as Collateral Agent (as defined in the Credit Agreement (as defined below)) for the Secured Parties (as defined below)) (the “**Collateral Agent**”).

**BACKGROUND:**

- (A) Each Chargor enters into this Deed in connection with the Credit Agreement (as defined below). This Deed is the “UK Debenture” (as defined in the Credit Agreement).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**IT IS AGREED as follows:**

**1. INTERPRETATION**

**1.1 Definitions**

In this Deed:

“**Account**” means any and all present and future bank accounts of a Chargor located in England or Wales having an average daily balance of over \$1,000,000 (or the equivalent in any other currency), and includes each current, deposit or other account opened or maintained by a Chargor (and any renewal, redesignation, renumbering, successor, replacement account or sub-division or sub-account of that account) and the debts or debts represented thereby, save for any Excluded Account (as defined in the Guaranty and Collateral Agreement).

“**Account Bank**” means, in relation to an Account, the bank or financial institution with whom that Account is maintained.

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

“**Additional Chargor**” means any Restricted Subsidiary which becomes a Chargor by executing a Security Accession Deed.

“**Additional Debtor**” means any Obligor and/or any Restricted Subsidiary, which is not an Original Debtor, being a debtor under any Intra-Group Receivables (that are not Excluded Assets) constituting Indebtedness made by any Chargor on or after the date of this Deed.

“**Business Day**” has the meaning given to that term in the Credit Agreement.

“**Chargor**” means an Original Chargor or an Additional Chargor.

“**Credit Agreement**” means the New York law-governed first lien credit agreement originally dated 30 June 2017, between, amongst others, Wellness Merger Sub, Inc., as the Initial Borrower, Wellness Parent, Inc., as Holdings, Parfums Holding Company, Inc., as the Borrower, the Lenders and Issuing Banks (as defined therein), and Nomura Corporate Funding Americas, LLC as

Administrative Agent, Collateral Agent and Swingline Lender (as amended, amended and restated, refinanced, supplemented or modified from time to time and most recently by the seventh amendment dated 24 April 2023).

**"Debtor"** means each of the Original Debtors and each of the Additional Debtors in its capacity as debtor under the relevant Intra-Group Receivable(s).

**"Enforcement Event"** means an Event of Default that is continuing and in respect of which notice has been served in accordance with the hanging paragraph set out in Section 8.01 (*Events of Default*) of the Credit Agreement or if the principal amount of the Loans or other amounts have become automatically due and payable pursuant to Section 8.01 (*Events of Default*) of the Credit Agreement.

**"Event of Default"** has the meaning given to that term in the Credit Agreement.

**"Excluded Assets"** means all of the following, whether now owned or hereafter acquired:

- (i) all Excluded Equity Interests;
- (ii) all leasehold Real Property interests;
- (iii) all fee simple Real Property that does not constitute Material Real Property;
- (iv) assets to the extent a security interest therein would result in materially adverse tax, accounting or regulatory consequences, in each case, as reasonably determined by a Responsible Officer of the Borrower in good faith, in consultation with the Administrative Agent;
- (v) any Trust Funds;
- (vi) any governmental licenses or state or local franchises, charters and authorizations that are not permitted to be pledged under applicable law (after giving effect to the applicable anti-assignment provisions of the UCC or any other applicable law);
- (vii) any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an "intent-to-use" application prior to such filing would impair the validity or enforceability of or render void or voidable or result in the cancellation of the applicable Chargor's right title or interest therein or any trademark or service mark issued as a result of such application under applicable U.S. federal law;
- (viii) any Excluded Account (as defined in the Guaranty and Collateral Agreement);
- (ix) any assets owned directly or indirectly by a Foreign Subsidiary or a FSHCO (as defined in the Guaranty and Collateral Agreement), in each case, that does not constitute Guarantor;
- (x) vehicles and any other assets subject to certificates of title (other than to the extent perfection of a security interest therein may be accomplished by filing a UCC financing statement or a substantially equivalent filing governed by the laws of England and Wales);

- (xi) assets to the extent the granting of a security interest therein would be prohibited or restricted by any contractual obligation binding on such asset at the time of acquisition thereof (and not entered into in contemplation thereof) after giving effect to the applicable anti-assignment provisions of the UCC or any other applicable law);
- (xii) any Chargor's right, title or interest in any lease, license, contract or agreement to which such Chargor is a party to the extent, but only to the extent, that such a grant would, under the terms of such lease, license, contract or agreement, result in a breach of (or violate) the terms of, or constitute a default under, or result in the abandonment, invalidation or unenforceability of or create a right of termination in favour of or require the consent of any other party thereto (other than Holdings, the Borrower or any of their respective Subsidiaries), such lease, license, contract or agreement (after giving effect to the applicable anti-assignment provisions of the UCC or any other applicable law (including Title 11 of the United States Code)); provided, however, that the Security Assets shall include (and Security under this Deed shall attach and the definition of "Excluded Assets" shall not then include) immediately at such time as the contractual or legal provisions referred to above shall no longer be applicable and to the extent severable, and shall attach immediately to any portion of such lease, license, contract or agreement not subject to the provisions specified in this clause (12); provided further that the exclusions referred to in this clause shall not include any proceeds of such lease, license, contract or agreement;
- (xiii) assets to the extent the granting of a security interest therein would be prohibited or restricted by applicable law, rule or regulation (including any requirement to obtain the consent, approval, license or authorization of any Governmental Authority which has not been obtained) (after giving effect to the applicable anti-assignment provisions of the UCC or any other applicable law);
- (xiv) any asset sold or otherwise transferred to a Receivables Subsidiary pursuant to a Receivables Financing permitted under the Loan Documents;
- (xv) any assets to the extent the cost, burden, difficulty or consequence of obtaining or perfecting a security interest therein outweighs the benefit of the security afforded thereby as reasonably determined by the Borrower and the Administrative Agent; or
- (xvi) (a) any assets and proceeds thereof subject to a Lien permitted under Section 6.02(3) of the Credit Agreement to the extent that the documents providing for the Indebtedness secured by such Liens do not permit such assets and proceeds thereof to be pledged to the Collateral Agent (after giving effect to the applicable anti-assignment provisions of the UCC or any other applicable law (including Title 11 of the United States Code) or principles of equity); provided further that the exclusions referred to in this clause (a) shall not include any proceeds of such document including any loans or funds received pursuant to such documents or (b) any assets subject to a Lien permitted by Section 6.02(7) of the Credit Agreement to the extent securing Indebtedness permitted under Section 6.01(25) of the Credit Agreement (solely to the extent relating to Permitted Refinancing Indebtedness incurred under Section 6.01(25)) of the Credit Agreement so long as the documents providing for such Lien do not permit such assets to be pledged to the Collateral Agent.

Excluded Assets shall not include any proceeds, Related Rights, substitutions or replacements of any Excluded Assets referred to above (unless such proceeds, Related Rights, substitutions or replacements would themselves constitute Excluded Assets referred to above).



**“Excluded Equity Interests”** mean any and all of the following Equity Interests, whether now owned or hereafter acquired:

- (i) interests in non-wholly owned partnerships, non-wholly owned joint ventures and non-wholly owned subsidiaries which cannot be pledged without the consent of one or more unaffiliated third parties or not permitted by the terms of such person’s organizational or joint venture documents (so long as such prohibition did not arise as part of the acquisition or formation thereof or in anticipation of the Credit Agreement) (after giving effect to the applicable anti-assignment provisions of the UCC or any other applicable law);
- (ii) interests in Immaterial Subsidiaries that are not Guarantors (except to the extent the security interest therein can be perfected by the filing of a Form UCC-1 financing statement or a substantially equivalent filing governed by the laws of England and Wales), captive insurance subsidiaries (including any Captive Insurance Company), not-for-profit subsidiaries, special purpose entities used for securitization facilities including any Receivables Facility, in each case, permitted under the Credit Agreement and Unrestricted Subsidiaries;
- (iii) margin stock;
- (iv) [Reserved];
- (v) subject to Section 7.15(5) of the Credit Agreement, any Equity Interests to the extent that a pledge of such Equity Interests would give rise to additional subsidiary reporting requirements under Rule 3-10 or Rule 3-16 of Regulation S-X promulgated under the Exchange Act;
- (vi) to the extent applicable law requires that a Subsidiary of such Chargor issue directors’ qualifying shares, nominee shares or similar shares which are required by applicable law to be held by persons other than the Chargors, such qualifying shares, nominee shares or similar shares held by Persons other than Chargors;
- (vii) any Equity Interests if, to the extent and for so long as the pledge of such Equity Interests hereunder is prohibited or restricted by any applicable law, rule or regulation including any requirement to obtain consent, approval, license or authorization of any Governmental Authority which has not been obtained (after giving effect to the applicable anti-assignment provisions of the UCC or any other applicable law); provided that such Equity Interests shall cease to be Excluded Equity Interests at such time as such prohibition ceases to be in effect; or
- (viii) Equity Interests to the extent the same would result in materially adverse tax, accounting or regulatory consequences, in each case, as reasonably determined by the Borrower, in consultation with the Administrative Agent; provided that this clause (viii) shall not be applied to exclude Equity Interests in any UK Subsidiary listed on Schedule II to the seventh amendment to the Credit Agreement, upon execution of the UK Loan Party Guarantee Agreement after the Seventh Amendment Effective Date, unless such adverse tax consequences arise as a result of or are otherwise attributable to a Change in Law occurring after the Seventh Amendment Effective Date.

**“First Lien Intercreditor Agreement”** means any First Lien Intercreditor Agreement (if any) entered into by the Collateral Agent pursuant to the Credit Agreement.

**“Intra-Group Receivables”** means any and all present and future material receivables, claims, rights, title or monies regardless of their nature (including, without limitation, principal, interest, default interest, commissions, costs and indemnities), of a Chargor from any Obligor and/or any Restricted Subsidiary in a principal amount exceeding \$1,000,000 (or the equivalent in any other currency) and with a tenor in excess of one (1) year (in each case excluding any such receivables arising under any cash pooling, netting off or set-off arrangements), in any currency or currencies, whether actual or contingent, whether owed jointly and severally or in any other capacity whatsoever and whether subordinated or not, owed from time to time by any Obligor or any Restricted Subsidiary to a Chargor but excluding (i) Indebtedness (as defined in the Credit Agreement) owed by another Chargor or (ii) intercompany current liabilities incurred in the ordinary course of business in connection with the cash management operations of the Restricted Subsidiaries.

**“Legal Reservations”** means:

- (i) the principle that certain remedies may be granted or refused at the discretion of the court, the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration and other laws generally affecting the rights of creditors and secured creditors;
- (ii) the time barring of claims under applicable limitation laws (including the Limitation Acts) and defences of acquiescence, set-off or counterclaim and the possibility that an undertaking to assume liability for or to indemnify a person against non-payment of stamp duty may be void;
- (iii) the principle that in certain circumstances Security granted by way of fixed charge may be recharacterised as a floating charge or that Security purported to be constituted as an assignment may be recharacterised as a charge;
- (iv) the principle that additional interest imposed pursuant to any relevant agreement may be held to be unenforceable on the grounds that it is a penalty and thus void;
- (v) the principle that a court may not give effect to an indemnity for legal costs incurred by an unsuccessful litigant;
- (vi) the principle that the creation or purported creation of Security over any contract or agreement which is subject to a prohibition on transfer, assignment or charging may be void, ineffective or invalid and may give rise to a breach of the contract or agreement over which Security has purportedly been created;
- (vii) any other matters which are set out as qualifications or reservations (however described) as to matters of law in the Legal Opinions; and
- (viii) similar principles, rights and defences under the laws of any relevant jurisdiction.

**“Legal Opinion”** means any legal opinion delivered to the Administrative Agent (as defined in the Credit Agreement) and the Collateral Agent pursuant to Section 2(c) of the seventh amendment to the Credit Agreement.

**“Limitation Acts”** means the Limitation Act 1980 and the Foreign Limitation Periods Act 1984.

**“Obligor”** means the “Loan Parties” as defined in the Credit Agreement.

**"Original Debtor"** means any Obligor and/or any Restricted Subsidiary being a debtor under any Intra-Group Receivables made by any Chargor on or before the date of this Deed.

**“Party”** means a party to this Deed.

**“Perfection Requirements”** means the making or the procuring of the appropriate registrations, filing, endorsements, notarisation, stampings and/or notifications of this Deed and/or the Security created hereunder.

**“Quasi-Security”** means a transaction in which a Chargor:

- (i) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor, Obligor or any other Restricted Subsidiary;
- (ii) sells, transfers or otherwise disposes of any of its receivables on recourse terms;
- (iii) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (iv) enters into any other preferential arrangement having a similar effect,

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

**“Receiver”** means an administrative receiver, a receiver and manager or a receiver, in each case, appointed under this Deed.

**“Related Rights”** means:

- (i) any dividend, interest or other distribution paid or payable; and
- (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment.

**“Secured Debt Documents”** means the “Loan Documents” as defined in the Credit Agreement.

**“Secured Obligations”** means Obligations (as defined in the Credit Agreement) and (ii) each guarantee of the Obligations (as defined in the Credit Agreement) pursuant to the UK Loan Party Guarantee Agreement.

**“Secured Parties”** means (a) the Lenders, (b) the Agents (including each co-agent or sub-agent appointed by the Agent from time to time pursuant to the Credit Agreement), (c) the Issuing Banks, (d) the Swing Line Lender, (e) the Cash Management Banks, (f) any Qualified Counterparties, (g) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document and (h) the successors and permitted assigns of each of the foregoing.

“**Security**” means a mortgage, charge, pledge, assignment by way of security, hypothecation, Lien or other security interest or similar encumbrance securing an obligation of any person or any other agreement or arrangement having a similar effect.

“**Security Accession Deed**” means a deed substantially in the form of Schedule 5 (*Form of Security Accession Deed*).

“**Security Assets**” means all assets of a Chargor which from time to time are the subject of the Security created or expressed to be created in favour of the Collateral Agent pursuant to this Deed.

“**Security Period**” means the period beginning on the date of this Deed and ending on the date the Commitments have been terminated and the Secured Obligations (other than (i) Specified Hedge Obligations and Cash Management Obligations that are not then due and payable and (ii) contingent indemnification and reimbursement obligations that are not yet due and payable and for which no claim has been asserted) have been paid in full and all Letters of Credit have expired, terminated or been cash-collateralized or back stopped or grandfathered into another facility on terms satisfactory to the applicable Issuing Bank.

“**Shares**” means:

- (i) all shares and other Equity Interests owned by a Chargor in any Restricted Subsidiary (other than itself) incorporated in England and Wales owned legally or beneficially by the Chargor, whether held directly by or to the order of the Chargor or by a trustee, nominee, fiduciary or clearance system on its behalf including, but not limited to, the shares, if any, specified in Part 1 (*Shares*) of Schedule 2 (*Security Assets*) or in part 1 of schedule 1 to any Security Accession Deed, in each case, under the heading “Shares”; and
- (ii) all other shares, stocks, equity interests, partnership, membership, trust interests, interests in collective investment schemes or joint ventures, debentures, bonds, warrants, coupons, certificates of deposit and other securities and investments of any kind, which a Chargor owns in any Restricted Subsidiary (other than itself) incorporated in England and Wales purports to mortgage or charge under this Deed.

“**UK Loan Party Guarantee Agreement**” means the New York law governed guarantee agreement dated on or about the date hereof, between the Original Chargors and Nomura Corporate Funding Americas, LLC as Administrative Agent and Collateral Agent.

## 1.2 Construction

- (a) Capitalised terms defined in the Credit Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of Section 1.02 (*Terms Generally*) of the Credit Agreement apply *mutatis mutandis* to this Deed as though they were set out in full in this Deed, except that references to the Credit Agreement will be construed as references to this Deed.
- (c) Unless a contrary indication appears, a reference in this Deed to:
  - (i) an “**agreement**” includes any legally binding arrangement, concession, contract, deed (in each case whether oral or written);

- (ii) an **“amendment”** includes any amendment, supplement, variation, novation, modification, replacement or restatement and “amend,” “amending” and “amended” shall be construed accordingly;
  - (iii) **“clearance system”** means a person whose business is or includes the provision of clearance services or security accounts or any nominee or depository for that person;
  - (iv) **“Collateral Agent”** or the **“Secured Parties”** shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees of their respective interests;
  - (v) the **“Credit Agreement”** or any other **“Loan Document”** is a reference to such document as amended (however fundamentally), novated or supplemented from time to time;
  - (vi) **“losses”** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **“loss”** shall be construed accordingly;
  - (vii) **“person”** includes any natural person, firm, company, corporation, limited liability company, joint venture, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing;
  - (viii) **“regulation”** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) but, if not having the force of law, being of a type which it is customary for person in the position of the relevant person to comply with) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other similar authority or organization;
  - (ix) **“this Security”** means any security created by this Deed;
  - (x) **“this Deed”** includes, in respect of any Chargor (other than an Original Chargor), any Security Accession Deed hereto; and
  - (xi) any Clause or Schedule shall be to a clause or schedule contained in this Deed and any reference to this Deed includes its schedules.
- (d) Any covenant of a Chargor under this Deed remains in force during the Security Period and is given for the benefit of each Secured Parties.
- (e) The terms of the other Secured Debt Documents and of any side letters between any Parties in relation to any Secured Debt Document (as the case may be) are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) Unless the context otherwise requires, a reference to a Security Asset includes:
- (i) any part of that Security Asset;

- (ii) any proceeds of that Security Asset; and
- (iii) any present and future assets of that type.

### **1.3 Third party rights**

- (a) Unless expressly provided to the contrary in a Secured Debt Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Secured Debt Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Contracts (Rights of Third Parties) Act 1999.

### **1.4 Conflicts**

In the event of any inconsistency between the terms of this Deed and the First Lien Intercreditor Agreement (if any) or the Credit Agreement, the terms of the First Lien Intercreditor Agreement or the Credit Agreement (as applicable) shall prevail.

### **1.5 Obligations secured by this Deed**

By entering into or, as the case may be, acceding to this Deed, each Chargor expressly confirms and agrees that:

- (a) the Security created or intended to be created by it under or evidenced by this Deed is intended as security for the payment and discharge of all of its Secured Obligations and without any need or requirement for any amendment or supplement to this Deed at any time after the date of this Deed (or, as the case may be, the date upon which that Chargor accedes to this Deed) notwithstanding any change in or to the Secured Obligations from time to time after such date;
- (b) its Secured Obligations are intended to extend to and to cover (without limitation):
  - (i) all its obligations (whether present or future, actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by that Chargor or some other person) arising from time to time under any Secured Debt Document, Cash Management Obligation, Specified Hedge Agreement and/or owing to any Secured Party (in each case) falling within the definition of Secured Obligations from time to time (whether or not that Chargor or, as the case may be, such other person is party to such Secured Debt Document, Cash Management Obligation or Specified Hedge Agreement as at the date of this Deed (or, as the case may be, the date upon which that Chargor accedes to this Deed) or becomes party to such Secured Debt Document, Cash Management Obligation or Specified Hedge Agreement at any time thereafter and notwithstanding that any such obligations are not identified and/or the terms of those obligations not recorded as at the date of this Deed (or, as the case may be, as at the date upon which that Chargor accedes to this Deed) (including, without

limitation, as a result of the fact of the relevant Secured Debt Document, Cash Management Obligation or Specified Hedge Agreement not then existing) and notwithstanding that those obligations may differ fundamentally from all or any of, may be more onerous to that Chargor than all or any of, may be or give rise to new and/or additional obligations upon that Chargor over and above all or any of the then obligations of that Chargor and notwithstanding that such obligations may increase the likelihood that the Security created or intended to be created under or evidenced by this Deed will be enforced); and

- (ii) any increase in, extension or substitution of or change to any of its obligations referred to in paragraph (a) above (however fundamentally) (including, without limitation, by way of any amendment (however fundamental), novation, termination, replacement, refinancing or supplement of the Credit Agreement and/or any other Secured Debt Document, Cash Management Obligation or Specified Hedge Agreement or, as the case may be, Secured Debt Documents, Cash Management Obligation or Specified Hedge Agreement or the designation (whether or not such designation is made by that Chargor) of a document or documents as a Secured Debt Document, Cash Management Obligation or Specified Hedge Agreement or, as the case may be, Secured Debt Documents, Cash Management Obligation and Specified Hedge Agreement falling within the definition of "Secured Obligations" or of a creditor or other person as a Secured Party falling within the definition of "Secured Obligations" and whether or not such document, creditor or person is or such documents are designated directly as a Secured Debt Document, Cash Management Obligation or Specified Hedge Agreement or, as the case may be, Secured Debt Documents, Cash Management Obligation or Specified Hedge Agreement or, as applicable, a Secured Party or are designated indirectly by way of being designated as a document or documents of a type or class which type or class falls within the then current definition of Secured Debt Documents, Cash Management Obligation or Specified Hedge Agreement in the Credit Agreement or, as applicable, by way of being designated as a creditor or person of a type or class which type or class falls within the then current definition of Secured Party in the Credit Agreement and whether or not any such designation is made pursuant to the Credit Agreement or pursuant to any other Secured Debt Document, Cash Management Obligation or Specified Hedge Agreement (including any of any such type or class)); and
- (c) the Security created or intended to be created under or evidenced by this Deed is intended as security for the payment and discharge of its Secured Obligations notwithstanding any change of the Collateral Agent and/or any change of the Secured Parties from time to time (including, without limitation, a change to all or substantially all of the Secured Parties) and/or any amendment (however fundamental), novation, termination, replacement, refinancing or supplement of the Credit Agreement (including, without limitation, the terms upon which the Collateral Agent holds the Security created or intended to be created under or evidenced by this Deed) and/or any other Secured Debt Document, Cash Management Obligation or Specified Hedge Agreement.

## **1.6 Permitted Transactions**

Nothing which is not prohibited to be done under the Credit Agreement shall constitute a breach of any term of this Deed and no representation, warranty or undertaking contained in this Deed shall be breached to the extent it conflicts with the Credit Agreement, requires any action to be taken

which is expressly not required to be taken under the Credit Agreement or prohibits something which would otherwise not be prohibited under the Credit Agreement.

## **2. COVENANT TO PAY**

Each Chargor, as a principal obligor and not merely as a surety, covenants with the Collateral Agent (as Collateral Agent for itself and on behalf of the other Secured Parties) that it shall on demand of the Collateral Agent pay or discharge each of the Secured Obligations when they fall due in the manner provided for in the Secured Debt Documents, Specified Hedge Agreements and the agreements governing Cash Management Obligations.

## **3. CREATION OF SECURITY**

### **3.1 General**

- (a) All the Security created under this Deed:
  - (i) is created in favour of the Collateral Agent;
  - (ii) is created over present and future assets of each Chargor; and
  - (iii) is security for the payment, discharge and performance of all the Secured Obligations.
- (b) The Collateral Agent holds the benefit of this Deed on trust for the Secured Parties.
- (c) The fact that no or incomplete details of any Security Asset are inserted in Schedule 2 (*Security Assets*) or in the schedule to any Security Accession Deed (if any) by which any Chargor became party to this Deed does not affect the validity or enforceability of this Security.

### **3.2 Specific Security**

Subject to Clause 3.5 (*Excluded Assets*) below, each Chargor, as continuing security for the payment of its Secured Obligations, charges in favour of the Collateral Agent (for itself and on behalf of the Secured Parties) 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 its Shares and all corresponding Related Rights;
- (b) by way of first fixed charge:
  - (i) (to the extent that they are not the subject of a mortgage under paragraph (a) above) all its Shares and all corresponding Related Rights;
  - (ii) all of its rights in respect of any Account, any amount standing to the credit of any Account and the debt represented by it; and
  - (iii) (to the extent that they are not the subject of an assignment under paragraph (a) of Clause 3.3 (*Security Assignments*) below) all Intra-Group Receivables and, in each case, all rights and claims against third parties, Obligors or the Restricted Subsidiaries in respect thereof.



### **3.3 Security Assignments**

- (a) Subject to Clause 3.5 (*Excluded Assets*) below, each Chargor assigns absolutely, subject to a proviso for reassignment on redemption, to the Collateral Agent (for itself and on behalf of the Secured Parties) as security for the payment and discharge of the Secured Obligations all of its right, title and interests from time to time and to the proceeds of the Intra-Group Receivables.
- (b) To the extent that any right described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (a) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right.

### **3.4 Floating charge**

- (a) Each Chargor charges by way of a first floating charge all of its present and future assets, undertakings and rights whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under this Deed.
- (b) Except as provided below, the Collateral Agent may by notice to a Chargor convert the floating charge created by that Chargor under this Deed into a fixed charge as regards any of that Chargor's assets specified in that notice if;
  - (i) an Enforcement Event is continuing; or
  - (ii) the Collateral Agent considers (acting reasonably) those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created under this Deed may not be converted into a fixed charge solely by reason of:
  - (i) the obtaining of a moratorium; or
  - (ii) anything done with a view to obtaining a moratorium,under section 1A to the Insolvency Act 1986.
- (d) The floating charge created under this Deed will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of each Chargor's assets, in each case, to the extent it giving rise to an Event of Default:
  - (i) if an administrator is appointed or the Collateral Agent receives notice of an intention to appoint an administrator; or
  - (ii) on the convening of any meeting of the members of that Chargor to consider a resolution to wind that Chargor up (or not to wind that Chargor up);

- (iii) if in respect of that Chargor, a resolution is passed or any order is made in England and Wales for the winding-up, dissolution, administration or re-organisation of that Chargor or an administrator is appointed;
  - (iv) any person levies or attempts to levy any distress, execution or other legal process against any of the assets of that Chargor subject to the floating charge (provided that only the assets the subject of such process shall become subject to a fixed charge); or
  - (v) if that Chargor is, or is deemed to be or is declared for the purposes of any applicable law to be, unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors generally or any class of them (other than the Secured Parties) for the rescheduling of any of its financial indebtedness.
- (e) The floating charge created under this Deed is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (f) The giving by the Collateral Agent of a notice under paragraph (b) above in relation to any asset of a Chargor will not be construed as a waiver or abandonment of the Collateral Agent's rights to give any other notice in respect of any other asset or of any other right of any other Secured Parties under this Deed or any other Secured Debt Document.

### **3.5 Excluded Assets**

- (a) Subject to paragraph (b) below, Excluded Assets shall not be subject to the Security created by or pursuant to this Deed.
- (b) Any asset of a Chargor which is excluded from the Security created by or pursuant to this Deed or any Security Accession Deed pursuant to paragraph (a) above shall, operate as an assignment or charge of all proceeds and/or receivables which that Chargor derives from or is entitled to in respect of the relevant asset(s) that have been so excluded from such Security and upon ceasing to be an Excluded Asset become subject to the Security created by this Deed or the relevant Security Accession Deed.

## **4. RESTRICTIONS ON DEALINGS**

No Chargor may create or agree to create or permit or allow to exist any Security or Quasi-Security over all or any part of the Security Assets unless permitted or not prohibited under the Secured Debt Documents.

## **5. REPRESENTATIONS AND UNDERTAKINGS**

### **5.1 Shares**

- (a) Subject to the Legal Reservations and Perfection Requirements, each Chargor represents and warrants to the Secured Parties that:
- (i) its obligations under this Deed are valid, legally binding and enforceable obligations;

- (ii) (without limiting the generality of paragraph (i) of this Clause 5.1(a)), this Deed creates valid security interests which it purports to make, ranking in accordance with its terms and those security interest are valid and effective;
  - (iii) the Shares owned by each Chargor are duly authorised, validly issued and fully paid and are not subject to any option to purchase or similar right;
  - (iv) each Original Chargor is the sole legal and beneficial owner of the Shares identified against its name in Part 1 of Schedule 2 of (*Shares*) of this Deed; and
  - (v) each Additional Chargor is the sole legal and beneficial owner of the Shares identified against its name in Part 1 of Schedule 1 of the applicable Security Accession Deed.
- (b) The representations and warranties set out in this Deed are made by each Chargor on the date of this Deed.
- (c) Subject to paragraph (d) below, each representation and warranty under this Deed is deemed to be repeated by each Chargor which becomes party to this Deed by a Security Accession Deed, on the date on which that Additional Chargor becomes a Chargor.
- (d) When a representation and warranty is deemed to be repeated, it is deemed to be made by reference to the circumstances existing at the time of repetition.
- (e) Each Chargor shall, promptly upon execution of this Deed or a Security Accession Deed or following the completion of any stamping and registration from the relevant tax authority after its acquisition of any Shares after the date of this Deed (and in any event within forty-five days, or such longer period as the Collateral Agent may agree):
  - (i) deposit with the Collateral Agent, or as the Collateral Agent may direct, all share certificates (or other documents evidencing or representing title) in relation to the Shares; and
  - (ii) deliver to the Collateral Agent all share transfer forms (executed in blank and left undated) in order to enable the Collateral Agent or its nominees to be registered as the owner or otherwise obtain legal title to its Shares.
- (f) Prior to the occurrence of an Enforcement Event which is continuing, each Chargor may:
  - (i) exercise the voting rights, powers and other rights in respect of its Shares provided that it shall not exercise any such voting rights or powers in a manner which would cause an Event of Default to occur; and
  - (ii) subject to the terms of the Secured Debt Documents, receive all dividends or other income or distributions paid or payable in relation to any of its Shares or any other proceeds of the Related Rights.
- (g) At any time on or after an Enforcement Event which is continuing:
  - (i) the Collateral Agent or its nominee may exercise (in the name of the relevant Chargor, the registered holder or otherwise and without any further consent or

authority on the part of the relevant Chargor and irrespective of any direction given by any Chargor) or refrain from exercising any voting rights any other powers or rights which may be exercised by the legal or beneficial owner of any Shares, any person who is the holder of any Shares or otherwise; and

- (ii) all dividends or other income or distributions in relation to any Shares shall be paid to the Collateral Agent or as otherwise instructed by the Collateral Agent.
- (h) The Collateral Agent shall not be entitled to exercise any voting rights or any other powers or rights under paragraph (g) above if and to the extent that:
  - (i) a notifiable acquisition would, as a consequence, take place under section 6 of the National Security and Investment Act 2021 (the “NSI Act”) and any regulations made under the NSI Act; and
  - (ii) either:
    - (A) the Secretary of State has not approved that notifiable acquisition in accordance with the NSI Act; or
    - (B) the Secretary of State has approved that notifiable acquisition in accordance with the NSI Act but there would, as a consequence, be a breach of the provisions of a final order made in relation to that notifiable acquisition under the NSI Act.

## 5.2 Accounts

- (a) Each Chargor shall:
  - (i) promptly and, in any event within ninety days after the date of this Deed (or such later date as may be agreed by the Collateral Agent) (or, in respect of any Account which becomes the subject of this Security after the date of this Deed, within ninety days of such date (or such later date as may be agreed by the Collateral Agent)), serve notice, substantially in the form of Part 1 of Schedule 3 (*Notice to Account Bank*), on each Account Bank in respect of each of its Accounts; and
  - (ii) use its commercially reasonable efforts to procure that each Account Bank acknowledges that notice substantially in the form of Part 2 of Schedule 3 (*Acknowledgement of Account Bank*) within 20 Business Days (or such later date as may be agreed by the Collateral Agent) of service in respect of any notice delivered pursuant to paragraph (i) above provided that the relevant Chargor’s obligation under this paragraph will cease on the expiry of the 20 Business Day period referred to in this paragraph.
- (b) Prior to the occurrence of an Enforcement Event which is continuing, each Chargor is entitled to receive, withdraw or otherwise deal with or transfer any credit balance from time to time on any Account and shall be entitled to deal with such Account in any manner not prohibited by the Secured Debt Documents.
- (c) At any time on or after an Enforcement Event which is continuing:

- (i) except as permitted by the Credit Agreement, no Chargor may withdraw any monies (including interest) standing to the credit of any Account; and
- (ii) the Collateral Agent (or a Receiver) may (subject to the payment of any claims having priority to this Security) withdraw amounts standing to the credit of any account.

### **5.3 Intra-Group Receivables**

- (a) Each Chargor shall:
  - (i) promptly and, in any event within forty-five days after the date of this Deed (or such later date as may be agreed by the Collateral Agent) serve notice, substantially in the form of Part 1 of Schedule 4 (*Notice to Counterparty*), to each Original Debtor;
  - (ii) if, after the date of this Deed, a Chargor makes any Intra-Group Receivables available to any Additional Debtor which become subject to this Security, within forty-five days of such date (or such later date as may be agreed by the Collateral Agent), serve notice substantially in the form of Part 1 of Schedule 4 (*Notice to Counterparty*), to each Additional Debtor (unless such Additional Debtor has already been notified of this Security in respect of the Intra-Group Receivables); and
  - (iii) procure that such Debtor acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (*Acknowledgement of Counterparty*) within 20 Business Days of service in respect of any notice delivered pursuant to paragraph (i) or (ii) above provided that the relevant Chargor's obligation under this paragraph will cease on the expiry of the 20 Business Day period referred to in this paragraph.
- (b) Prior to the occurrence of an Enforcement Event which is continuing, each Chargor shall be free to deal with its Intra-Group Receivables and proceeds relating thereto in any manner not prohibited by the Secured Debt Documents.
- (c) At any time on or after an Enforcement Event which is continuing, each Chargor shall:
  - (i) as agent for the Collateral Agent, collect all Intra-Group Receivables charged to the Collateral Agent under this Deed, pay the proceeds into an Account promptly upon receipt and, pending such payment, hold those proceeds on trust for the Collateral Agent; and
  - (ii) not charge, factor, discount or assign any of the Intra-Group Receivables in favour of any person, or purport to do so, unless permitted or not prohibited by the Credit Agreement.

## **6. WHEN SECURITY BECOMES ENFORCEABLE**

### **6.1 Enforcement Event**

This Security will become immediately enforceable if an Enforcement Event occurs and is continuing.

## **6.2 Discretion**

After this Security has become enforceable, the Collateral Agent (or its nominee) may in its absolute discretion enforce all or any part of this Security in any manner it sees fit in accordance with the Credit Agreement.

## **6.3 Statutory powers**

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

# **7. ENFORCEMENT OF SECURITY**

## **7.1 General**

- (a) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) does not apply to this Security.
- (c) The statutory powers of leasing conferred on the Collateral Agent are extended so as to authorise the Collateral Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Collateral Agent may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

## **7.2 No liability as mortgagee in possession**

Neither the Collateral Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation for any default or omission for which a mortgagee in possession might be liable.

## **7.3 Privileges**

The Collateral Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

## **7.4 Protection of third parties**

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

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Collateral Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Secured Debt Documents; or
- (d) how any money paid to the Collateral Agent or to that Receiver is to be applied.

### **7.5 Redemption of prior mortgages**

- (a) At any time after this Security has become enforceable, the Collateral Agent may:
  - (i) redeem any prior Security against any Security Asset; and/or
  - (ii) procure the transfer of that Security to itself; and/or
  - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.
- (b) Each Chargor must pay to the Collateral Agent, immediately on demand, the costs and expenses incurred by the Collateral Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

### **7.6 Contingencies**

If this Security is enforced at a time when no amount is due under the Secured Debt Documents but at a time when amounts may or will become due, the Collateral Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

### **7.7 Financial collateral**

- (a) To the extent that the assets mortgaged or charged under this Deed constitute “financial collateral” and this Deed and the obligations of each Chargor under this Deed constitute a “security financial collateral arrangement” (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) the Collateral Agent shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (b) Where any financial collateral is appropriated:
  - (i) if it is cash, its value will be the amount standing to the credit of the relevant account on the date of appropriation plus any accrued but uncredited interest; or
  - (ii) if it is listed or traded on a recognised exchange its value will be taken as the value at which it could have been sold on the exchange on the date of appropriation,and each Secured Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

### **7.8 Applying credit balances**

The Collateral Agent may, at any time after this Security has become enforceable, set off or require the Account Bank in respect of an Account to pay any moneys (including interest) standing to the credit of that Account to the Collateral Agent (or as the Collateral Agent may direct) and the Collateral Agent may apply all or any part of those moneys against all or any part of the Secured Obligations.

## **8. RECEIVER**

### **8.1 Appointment of Receiver**

- (a) Except as provided below, the Collateral Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
  - (i) this Security has become enforceable; or
  - (ii) a Chargor so requests to the Collateral Agent in writing at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand by any officer or manager of the Collateral Agent.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Collateral Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section A1 to the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The Collateral Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Collateral Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

### **8.2 Removal**

The Collateral Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

### **8.3 Remuneration**

The Collateral Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

### **8.4 Agent of each Chargor**

- (a) A Receiver will be deemed to be the agent of the relevant Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The relevant Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for his expenses and remuneration and for any liabilities incurred by a Receiver.
- (b) No Secured Parties will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.



## **8.5 Relationship with Collateral Agent**

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Collateral Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

## **9. POWERS OF RECEIVER**

### **9.1 General**

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 9 (*Powers of Receiver*) in addition to those conferred on it by any law. This includes:
  - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
  - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

### **9.2 Possession**

A Receiver may take immediate possession of, get in and realise any Security Asset.

### **9.3 Carry on business**

- (a) A Receiver may carry on any business of any Chargor in any manner he/she thinks fit, including:
  - (i) entering into or cancelling any contracts on any terms or conditions; and
  - (ii) managing, developing, reconstructing, amalgamating or diversifying any part of the business of the relevant Chargor.

### **9.4 Employees**

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.
- (b) A Receiver may discharge any person appointed by any Chargor.

### **9.5 Borrow money**

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

## **9.6 Sale of assets**

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.
- (b) The consideration for any such transaction may consist of cash, or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.
- (c) Fixtures, other than landlord's fixtures may be severed and sold separately from the property containing them without the consent of the relevant Chargor.

## **9.7 Leases**

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he/she thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he/she thinks fit (including the payment of money to a lessee or tenant on a surrender).

## **9.8 Compromise**

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

## **9.9 Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

## **9.10 Receipts**

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

## **9.11 Subsidiaries**

A Receiver may form a Subsidiary of any Chargor and transfer to that Subsidiary any Security Asset.

## **9.12 Delegation**

A Receiver may delegate his/her powers in accordance with this Deed.

## **9.13 Lending**

A Receiver may lend money or advance credit to any person.

#### **9.14 Protection of assets**

A Receiver may:

- (a) effect any repair or insurance and do any other act which any Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as he/she thinks fit.

#### **9.15 Other powers**

A Receiver may:

- (a) do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and
- (c) use the name of any Chargor for any of the above purposes.

### **10. APPLICATION OF PROCEEDS**

- (a) All amounts from time to time received or recovered (whether in cash or otherwise) by the Collateral Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Act) be applied in accordance with Section 2.19(2)(b) of the Credit Agreement (subject to the application of proceeds provision contained in, if applicable, any First Lien Intercreditor Agreement) notwithstanding any purported appropriation by any Chargor.
- (b) This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of any Secured Party to recover any shortfall from any Chargor.

### **11. DELEGATION**

#### **11.1 Power of Attorney**

The Collateral Agent or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

## **11.2 Terms**

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Collateral Agent or that Receiver (as the case may be) may, in its discretion think fit in the interests of the Secured Parties.

## **11.3 Liability**

Neither the Collateral Agent nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs, or losses incurred by reason of any misconduct, omission or default on the part of such delegate or sub-delegate.

## **12. POWER OF ATTORNEY**

### **12.1 Appointment and powers**

- (a) Each Chargor, by way of security, irrevocably and severally appoints the Collateral Agent, each Receiver and each of their respective delegates and sub-delegates to be its attorney to take any action which that Chargor is obliged to take under this Deed, including, but not limited to:
  - (i) carrying out the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Secured Obligations; and
  - (ii) enabling the Collateral Agent or any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Deed or by law (including whilst an Enforcement Event is continuing, the exercise of any right of a legal or beneficial owner of the Secured Obligations).

### **12.2 Exercise of powers**

The rights under Clause 12.1 (*Appointment and powers*) above, shall only be exercisable:

- (a) upon the occurrence of an Enforcement Event; or
- (b) if the relevant Chargor has failed to comply with any other obligation relating to the perfection of any security created under this Deed,

within ten Business Days of being notified that failure and being requested to comply.

### **12.3 Ratification**

Each Chargor ratifies and confirms all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers under this Clause 12.

## **13. PRESERVATION OF SECURITY**

### **13.1 Continuing Security**

This Security is a continuing security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

### **13.2 Reinstatement**

If any payment by an Obligor or any discharge given by a Secured Party (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of each Obligor will continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) each Secured Party will be entitled to recover the value or amount of that security or payment from each Obligor, as if the payment, discharge, avoidance or reduction had not occurred.

### **13.3 Waiver of defences**

The obligations of each Chargor under this Deed will not be affected by any act, omission or thing which, but for this Clause 13 (*Preservation of Security*), would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or any Secured Parties), including:

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

#### **13.4 Immediate recourse**

- (a) Each Chargor waives any right it may have of first requiring any Secured Parties (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person or file any proof or claim in any insolvency, administration, winding-up or liquidation proceedings relative to any other Obligor or any other person before claiming from that Chargor under this Deed.
- (b) This waiver applies irrespective of any law or any provision of a Secured Debt Document to the contrary.

#### **13.5 Appropriations**

- (a) Each Secured Party (or any trustee or agent on its behalf) may at any time during the Security Period:
  - (i) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Parties (or any trustee or agent on its behalf) in respect of the Secured Obligations; or
  - (ii) apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise); and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of the liability of that Chargor under this Deed.

#### **13.6 Non-competition**

Unless:

- (a) all amounts which may be or become payable by the Obligors under or in connection with the Secured Debt Documents have been irrevocably paid in full; or
- (b) the Collateral Agent otherwise directs,

no Chargor will, after a claim has been made or by virtue of any payment or performance by it under this Deed:

- (i) be subrogated to any rights, security or moneys held, received or receivable by any Secured Parties (or any trustee or agent on its behalf);
- (ii) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of that Chargor's liability under this Clause;
- (iii) claim, rank, prove or vote as a creditor of any Obligor or its estate in competition with any Secured Parties (or any trustee or agent on its behalf); or
- (iv) receive, claim or have the benefit of any payment, distribution or security from or on account of any Obligor, or exercise any right of set-off as against any Obligor.

Each Chargor must hold on trust for and must immediately pay or transfer to the Collateral Agent for the Secured Parties any payment or distribution or benefit of security received by it contrary to this Clause or in accordance with any directions given by the Collateral Agent under this Clause.

### **13.7 Release of Chargors' right of contribution**

If any Chargor ceases to be a Chargor in accordance with the terms of the Secured Debt Documents for the purpose of any sale or other disposal of that Chargor:

- (a) that Chargor will be released by each other Chargor from any liability whatsoever to make a contribution to any other Guarantor arising by reason of the performance by any other Chargor of its obligations under the Secured Debt Documents; and
- (b) each other Chargor will waive any rights it may have by reason of the performance of its obligations under the Secured Debt Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of any Secured Parties under any Secured Debt Document or of any other security taken under, or in connection with, any Secured Debt Document where the rights or security are granted by or in relation to the assets of the retiring Chargor.

### **13.8 Additional security**

- (a) This Deed is in addition to and is not in any way prejudiced by any other security or guarantee now or subsequently held by any Secured Party.
- (b) No prior security held by any Secured Party (in its capacity as such or otherwise) over any Security Asset will merge into this Security.

### **13.9 Limitations**

The obligations of any Additional Chargor are subject to the limitations (if any) set out in the Security Accession Deed executed by that Additional Chargor.

### **13.10 Security held by Chargor**

No Chargor may hold any security from any other Obligor in respect of that Chargor's liability under this Deed. Each Chargor will hold any security held by it in breach of this provision on trust for the Collateral Agent.

## **14. CHANGES TO PARTIES**

### **14.1 Assignment by the Collateral Agent**

The Collateral Agent may at any time assign or otherwise transfer all or any part of its rights under this Deed in accordance with the Credit Agreement.

### **14.2 Changes to Parties**

Each Chargor authorises and agrees to changes to parties in accordance with the Secured Debt Documents and authorises the Collateral Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

### **14.3 Additional Chargors**

Each of the Chargors will procure that any Restricted Subsidiary which is required to do so by the terms of the Secured Debt Documents executes a Security Accession Deed.

### **14.4 Consents**

- (a) Each Chargor consents to the Restricted Subsidiaries becoming Chargors as contemplated by Clause 14.3 (*Additional Chargors*) above and irrevocably appoints the Collateral Agent as its agent for the purpose of executing any Security Accession Deed on its behalf in order that each such Security Accession Deed may be supplemental to this Deed and be binding on and enure to the benefit of all the parties to this Deed.
- (b) Each Chargor confirms that the execution of any Security Accession Deed by any Restricted Subsidiary will in no way prejudice or affect the security granted by each of them under (and the covenants given by each of them in), this Deed and that this Deed shall remain in full force and effect as supplemented by any such Security Accession Deed.
- (c) Each Chargor further confirms that the execution of any other supplemental security document by a Chargor will in no way prejudice or affect the security granted by each of them under (and the covenants given by each of them in), this Deed and that this Deed shall remain in full force and effect as supplemented by any such supplemental security document.

## **15. MISCELLANEOUS**

### **15.1 Tacking**

Each Lender must perform its obligations under the Secured Debt Documents (including any obligation to make available further advances).

### **15.2 New Accounts**

- (a) If any subsequent charge or other interest affects any Security Asset, any Secured Party may open a new account with any Obligor.
- (b) If a Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liabilities.

### **15.3 Time deposits**

Without prejudice to any right of set-off any Secured Parties may have under any Secured Debt Document, Cash Management Obligation or Specified Hedge Agreement or otherwise, if any time deposit matures on any account a Chargor has with any Secured Parties within the Security Period when:



- (a) this Security has become enforceable; and
- (b) no Secured Obligation is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party in its absolute discretion considers appropriate unless that Secured Party otherwise agrees in writing.

#### **15.4 Notice of assignment or charge**

This Deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by that Chargor to any other Obligor or Restricted Subsidiary and contained in any other Security Document.

#### **15.5 Acknowledgement of assignment or charge of Intra-Group Receivables**

By virtue of them being a party to this Deed (whether as an Original Chargor or by way of executing a Security Accession Deed) each Chargor shall be deemed to have notice of, and to have acknowledged, any charge or assignment or other Security created under this Deed (or any Security Accession Deed) over any Intra-Group Receivables pursuant to which any amounts or other obligations are owed to them by another Chargor.

#### **16. RELEASE**

The circumstances in which all or part of the Security Assets may be released are as contemplated by the Credit Agreement.

#### **17. COUNTERPARTS**

This Deed may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument.

#### **18. FAILURE TO EXECUTE**

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

#### **19. GOVERNING LAW**

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

#### **20. ENFORCEMENT**

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

- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 20 (*Enforcement*) is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

**THIS DEED** has been executed and delivered as a deed by each Chargor on the date stated at the beginning of this Deed.

**SCHEDULE 1****THE ORIGINAL CHARGORS**

<b>Name</b>	<b>Jurisdiction of incorporation</b>	<b>Registration number</b>	<b>Registered Office</b>
PDC Brands UK Limited	England & Wales	10077641	1st Floor Charter Building, Charter Place, Uxbridge, Middlesex, United Kingdom, UB8 1JG
Original Additions Topco Limited	England & Wales	07684202	1st Floor Charter Building, Charter Place, Uxbridge, Middlesex, United Kingdom, UB8 1JG
Original Additions (Beauty Products) Limited	England & Wales	05094961	1st Floor Charter Building, Charter Place, Uxbridge, Middlesex, United Kingdom, UB8 1JG
Salon System Limited	England & Wales	02400008	1st Floor Charter Building, Charter Place, Uxbridge, Middlesex, United Kingdom, UB8 1JG
City Chick Limited	England & Wales	01907785	1st Floor Charter Building, Charter Place, Uxbridge, Middlesex, United Kingdom, UB8 1JG
Eylure Limited	England & Wales	02596039	1st Floor Charter Building, Charter Place, Uxbridge, Middlesex, United Kingdom, UB8 1JG
Nail Basics Limited	England & Wales	02118968	1st Floor Charter Building, Charter Place, Uxbridge, Middlesex, United Kingdom, UB8 1JG
Naturelle Limited	England & Wales	02499615	1st Floor Charter Building, Charter

			Place, Uxbridge, Middlesex, United Kingdom, UB8 1JG
Original Additions Limited	England & Wales	06379298	1st Floor Charter Building, Charter Place, Uxbridge, Middlesex, United Kingdom, UB8 1JG

**SCHEDULE 2**

**SECURITY ASSETS**

**PART 1**

**SHARES**

<b>Chargor</b>	<b>Name of company in which shares are held</b>	<b>Class of shares held, currency and nominal value</b>	<b>Number of shares</b>
PDC Brands UK Limited	Original Additions Topco Limited	Ordinary A Shares, GBP and 22,877	175,977
		Ordinary B Shares, GBP and 87,790	175,580
		Ordinary C Shares, GBP and 9,730	9,730
		Ordinary D Shares, GBP and 9,357	9,357
		Ordinary F Shares, GBP and 20,000	20,000
Original Additions Topco Limited	Original Additions (Beauty Products) Limited	Ordinary A Shares, GBP and 331	331
		Ordinary B Shares, GBP and 400	400
		Ordinary C Shares, GBP and 90	90
Original Additions (Beauty Products) Limited	Salon System Limited	Ordinary Shares, GBP and 1,000	1,000
	City Chick Limited	Ordinary Shares, GBP and 100	100
	Eylure Limited	Ordinary Shares, GBP and 2	2
	Nail Basics Limited	Ordinary Shares, GBP and 100	100
	Naturelle Limited	Ordinary Shares, GBP and 2	2
	Original Additions Limited	Ordinary Shares, GBP and 1	1
Salon System Limited		None at the date of this Deed	
City Chick Limited		None at the date of this Deed	
Eylure Limited		None at the date of this Deed	
Nail Basics Limited		None at the date of this Deed	
Naturelle Limited		None at the date of this Deed	
Original Additions Limited		None at the date of this Deed	



**SCHEDULE 3**  
**FORMS OF LETTER FOR ACCOUNTS**

**PART 1**

**NOTICE TO ACCOUNT BANK**

To: [Account Bank]

Copy: [Collateral Agent]

[Date]

Dear Sirs,

**Security agreement dated [●] between the Chargors (as defined therein)  
and [●] (the “Security Agreement”)**

This letter constitutes notice to you that under the Security Agreement each of the companies listed at the end of this notice (each a “**Chargor**”) has charged (by way of a first fixed charge) in favour of [●] as collateral agent and Administrative Agent for the Secured Parties referred to in the Security Agreement (the “**Collateral Agent**”) as first priority chargee all of its rights in respect of any amount standing to the credit of any bank account maintained by it with you at any of your branches (account no.: [●] sort code: [●]) (the “**Accounts**”) and the debts represented by the Accounts.

We irrevocably instruct and authorise you to, following notice from the Collateral Agent that an Enforcement Event (as defined in the Security Agreement) has occurred and is continuing and the Security under the Security Agreement has become enforceable, to:

- (i) comply with the terms of any written notice or instruction relating to any Account received by you from the Collateral Agent;
- (ii) hold all sums standing to the credit of any Account to the order of the Collateral Agent;
- (iii) pay or release any sum standing to the credit of any Account in accordance with the written instructions of the Collateral Agent; and
- (iv) pay all sums received by you for the account of any Chargor to the credit of the Accounts of that Chargor with you.

For the avoidance of doubt, you may continue to deal with the Chargor in relation to the Accounts until you receive written notice to the contrary from the Collateral Agent. Following notice from the Collateral Agent that the Security under the Security Agreement has become enforceable, no Chargor is permitted to withdraw any amount from any Account without the prior written consent of the Collateral Agent.

We acknowledge that you may comply with the instructions in this letter without any further permission from any Chargor and without any enquiry by you as to the justification for or validity of any request, notice or instruction.

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

Please send to the Collateral Agent at *[address]* with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.

Yours faithfully,

.....  
(Authorised signatory)

For [●] [(as agent for)  
each of the Chargors named below]

**CHARGORS**  
*[the relevant Chargors]*



## PART 2

### ACKNOWLEDGEMENT OF ACCOUNT BANK

To: [Collateral Agent]

Copy: [Each Chargor]

[Date]

Dear Sirs,

**Security agreement dated [●] between the Chargors (as defined therein)  
and [●] (the “Security Agreement”)**

We confirm receipt from [the relevant Chargors] (the “Chargors”) of a notice dated [●] of a charge upon the terms of the Security Agreement over all the rights of each Chargor to any amount standing to the credit of any of its bank accounts with us at any of our branches (account no.: [●] sort code: [●]) (the “Accounts”).

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of the interest of any third party in any Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account; and
- (d) following notice from the Collateral Agent that the Security under the Security Agreement has become enforceable:
  - (i) will not permit any amount to be withdrawn from any Account without your prior written consent; and
  - (ii) will pay all sums received by us for the account of any Chargor to an Account of that Chargor with us.

Nothing contained in any of our arrangements with you shall commit us to providing any facilities or making advances available to any of the Chargors.

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

Yours faithfully,

.....  
(Authorised signatory)  
[Account Bank]

**SCHEDULE 4**  
**FORMS OF LETTER FOR INTRA-GROUP RECEIVABLES**

**PART 1**

**NOTICE TO COUNTERPARTY**

To: [Counterparty]

Copy: [Collateral Agent]

[Date]

Dear Sirs,

**Security agreement dated [●] between the Chargors (as defined therein)  
and [●] (the “Security Agreement”)**

This letter constitutes notice to you that under the Security Agreement, each of the companies listed at the end of this notice as chargors (together the “**Chargors**”) has charged (by way of a first fixed charge) and assigned by way of security in favour of [●] as collateral agent and Administrative Agent for the Secured Parties referred to in the Security Agreement (the “**Collateral Agent**”) as first priority chargee and assignee all of its rights in respect of [Intra-Group Receivables (as defined in the Security Agreement)]/[insert details of receivable(s)/contract] (the “**Receivables**”).

On behalf of each of the Chargors, we confirm that:

- (a) the relevant Chargor will remain liable under the Receivables to perform all the obligations assumed by it under the Receivables; and
- (b) none of the Collateral Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Receivables.

The relevant Chargor will also remain entitled to exercise all of its rights under the Receivables and you should continue to give notice under the Receivables to the relevant Chargor, unless and until you receive notice from the Collateral Agent to the contrary stating that an Enforcement Event (as defined in the Security Agreement) has occurred and is continuing and the Security under the Security Agreement has become enforceable. In this event, all of its rights will be exercisable by, and notices must be given to all monies to which the Chargor is entitled under the Receivables must be paid to the Collateral Agent or as it directs. Please send to the Collateral Agent at [address] with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.

We acknowledge that you may comply with the instructions in this letter without any further permission from us or any Chargor and without any enquiry by you as to the justification for or validity of any request, notice or instruction.

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

Yours faithfully,

.....  
(Authorised signatory)

For [●] [(as agent for)  
each of the Chargors named below]

**CHARGORS**  
[*the relevant Chargors*]

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: [Collateral Agent]

Copy: [Each Chargor]

[Date]

Dear Sirs,

Security agreement dated [●] between the Chargors (as defined therein)  
and [●] (the “Security Agreement”)

We confirm receipt from the chargors (the “Chargors”) of a notice dated [●] of a charge and assignment on the terms of the Security Agreement of all of each Chargor’s rights in respect of [Intra-Group Receivables (as defined in the Security Agreement)]/[insert details of receivable(s)/contract] (the “Receivables”).

We confirm that we:

- 1. accept the instructions contained in the notice and agree to comply with the notice;
- 2. will give notices and make payments under the Receivables as directed in the notice; and
- 3. have not received notice of the interest of any third party in [any of] the Receivable[s].

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

Yours faithfully,

.....  
(Authorised signatory)

[Counterparty]

## SCHEDULE 5

### FORM OF SECURITY ACCESSION DEED

**THIS DEED** is dated [●]

**BETWEEN:**

- (1) [●] (registered number [●]) with its registered office at [●] (the “**Additional Chargor**”); and
- (2) [●] as collateral agent for the Secured Parties under and as defined in the Security Agreement referred to below (the “**Collateral Agent**”).

**BACKGROUND:**

- (A) The Additional Chargor is a Restricted Subsidiary (as defined in the Credit Agreement).
- (B) Each Chargor has entered into a security agreement dated [●] 2023 (the “**Security Agreement**”) between the other Chargors (under and as defined in the Security Agreement) and the Collateral Agent.
- (C) The Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Security Agreement.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

**1.1 Definitions**

Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is designated a Loan Document (as defined in the Credit Agreement).

**1.2 Construction**

Clauses 1.2 (*Construction*) to 1.6 (*Permitted Transaction*) (inclusive) of the Security Agreement shall apply *mutatis mutandis* to this Deed as if the same were set out in full, but as if references in those clauses to the “**Deed**” and other similar expressions were references to this Deed.

**2. ACCESSION**

With effect from the date of this Deed the Additional Chargor:

- (a) will become a party to the Security Agreement as a Chargor; and
- (b) will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor.

### **3. CREATION OF SECURITY**

#### **3.1 General**

- (a) All the Security created under this Deed:
  - (i) is created in favour of the Collateral Agent;
  - (ii) is created over present and future assets of each Additional Chargor; and
  - (iii) is security for the payment, discharge and performance of all the Secured Obligations.
- (b) The Collateral Agent holds the benefit of this Deed on trust for the Secured Parties.
- (c) The fact that no or incomplete details of any Security Asset are inserted in the schedule (*Security Assets*) to this Deed does not affect the validity or enforceability of this Security.
- (d) This Clause 3 (*Creation of Security*) applies without prejudice to the generality of Clause 2 (*Accession*) of this Deed.

#### **3.2 Specific Security**

Subject to Clause 3.5 (*Excluded Assets*) of the Security Agreement, each Additional Chargor as continuing security for the payment of its Secured Obligations, charges in favour of the Security Agent (for itself and on behalf of the Secured Parties) the following assets, both present and future from to time owned by it or in which it has an interest:

- (a) by way of first legal mortgage all its Shares and all corresponding Related Rights;
- (b) by way of first fixed charge:
  - (i) (to the extent that they are not the subject of a mortgage under paragraph (a) above) all its Shares and all corresponding Related Rights;
  - (ii) all of its rights in respect of any Account, any amount standing to the credit of any Account and the debt represented by it; and
  - (iii) (to the extent that they are not the subject of an assignment under paragraph (a) of Clause 3.3 (Security Assignment) below) all Receivables and all rights and claims against third parties or the relevant member of the Group in respect thereof.

#### **3.3 Security Assignments**

- (a) Subject to Clause 3.5 (*Excluded Assets*) of the Security Agreement, each Additional Chargor assigns and agrees to assign absolutely, subject to a proviso for reassignment on redemption, to the Collateral Agent (for itself and on behalf of the Secured Parties) as security for the payment and discharge of the Secured Obligations all of its right, title and interests from time to time and to the proceeds of the Intra-Group Receivables.

- (b) To the extent that any right described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (a) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Additional Chargor may derive from that right or be awarded or entitled to in respect of that right.

### **3.4 Floating charge**

- (a) Each Additional Chargor charges by way of a first floating charge all of its present and future assets, undertakings and rights whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under this Deed.
- (b) Except as provided below, the Collateral Agent may by notice to an Additional Chargor convert the floating charge created by that Additional Chargor under this Deed into a fixed charge as regards any of that Additional Chargor's assets specified in that notice if;
  - (i) an Event of Default is continuing; and
  - (ii) the Collateral Agent considers (acting reasonably) those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created under this Deed may not be converted into a fixed charge solely by reason of:
  - (i) the obtaining of a moratorium; or
  - (ii) anything done with a view to obtaining a moratorium,under section 1A to the Insolvency Act 1986.
- (d) The floating charge created under this Deed will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of each Additional Chargor's assets, in each case, to the extent it giving rise to an Event of Default:
  - (i) if an administrator is appointed or the Collateral Agent receives notice of an intention to appoint an administrator; or
  - (ii) on the convening of any meeting of the members of that Additional Chargor to consider a resolution to wind that Additional Chargor up (or not to wind that Additional Chargor up);
  - (iii) if in respect of that Additional Chargor, a resolution is passed or any order is made in England and Wales for the winding-up, dissolution, administration or re-organisation of that Additional Chargor or an administrator is appointed to that;
  - (iv) any person levies or attempts to levy any distress, execution or other legal process against any of the assets of that Additional Chargor subject to the floating charge (provided that only the assets the subject of such process shall become subject to a fixed charge): or

- (v) if that Additional Chargor is, or is deemed to be or is declared for the purposes of any applicable law to be, unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors generally or any class of them (other than the Secured Parties) for the rescheduling of any of its financial indebtedness.
- (e) The floating charge created under this Deed is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (f) The giving by the Collateral Agent of a notice under paragraph (b) above in relation to any asset of an Additional Chargor will not be construed as a waiver or abandonment of the Collateral Agent's rights to give any other notice in respect of any other asset or of any other right of any other Secured Parties under this Deed or any other Secured Debt Document.

## 2. MISCELLANEOUS

With effect from the date of this Deed:

- (a) the Security Agreement will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed); and
- (b) any reference in the Security Agreement to this Deed and similar phrases will include this Deed and all references in the Security Agreement to Schedule 2 (*Security Assets*) (or any part of it) will include a reference to the schedule to this Deed (or relevant part of it).

## 3. GOVERNING LAW

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

**THIS DEED** has been executed and delivered as a deed by the Additional Chargor on the date stated at the beginning of this Deed.



**SCHEDULE 1**

**SECURITY ASSETS**

**PART 1**

**SHARES**

<b>Chargor</b>	<b>Name of company in which shares are held</b>	<b>Class of shares held and nominal value</b>	<b>Number of shares held</b>
[•]	[•]	[•]	[•]

## SIGNATORIES (TO SECURITY ACCESSION DEED)

### The Additional Chargors

**EXECUTED** as a **DEED** by \_\_\_\_\_ )  
 [●] \_\_\_\_\_ )  
 acting by \_\_\_\_\_ )  
 \_\_\_\_\_ ) Director

in the presence of:

Witness's signature: .....

Name: .....

Address: .....

## The Collateral Agent

[●]

By:

SIGNATURE PAGES

The Chargors

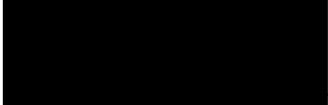
**EXECUTED** as a **DEED** by **PDC BRANDS UK LIMITED**

acting by

\_\_\_\_\_ 

Director

Name: Matthew Wagner



Director

Name: Veronica Beaumont

**EXECUTED as a DEED by ORIGINAL  
ADDITIONS TOPCO LIMITED**

acting by

\_\_\_\_\_  
Director

Name: Matthew Wagner

\_\_\_\_\_  
Director

Name: Veronica Beaumont

**EXECUTED** as a **DEED** by **ORIGINAL**  
**ADDITIONS (BEAUTY PRODUCTS)**  
**LIMITED**  
acting by

\_\_\_\_\_  
Director

Name: Matthew Wagner

\_\_\_\_\_  
Director

Name: Veronica Beaumont

**EXECUTED** as a **DEED** by **SALON SYSTEM LIMITED**

acting by

\_\_\_\_\_  
Director 

Name: Matthew wagner

\_\_\_\_\_  
Director 

Name: Veronica Beaumont

**EXECUTED** as a **DEED** by **CITY CHICK LIMITED**

acting by

\_\_\_\_\_  
Director

Name: Matthew Wagner

\_\_\_\_\_  
Director

Name: Veronica Beaumont

**EXECUTED** as a **DEED** by **EYLURE LIMITED**

acting by

\_\_\_\_\_  
Director

Name: Matthew wagner

\_\_\_\_\_  
Director

Name: Veronica Beaumont



**EXECUTED** as a **DEED** by **NAIL BASICS LIMITED**

acting by

\_\_\_\_\_  
Director 

Name: Matthew Wagner

 \_\_\_\_\_  
Director

Name: Veronica Beaumont

**EXECUTED** as a **DEED** by **NATURELLE LIMITED**

acting by

\_\_\_\_\_  
Director

Name: Matthew wagner

\_\_\_\_\_  
Director

Name: Veronica Beaumont

**EXECUTED** as a **DEED** by **ORIGINAL**  
**ADDITIONS LIMITED**

acting by 

\_\_\_\_\_  
Director

Name: Matthew Wagner



\_\_\_\_\_  
Director

Name: Veronica Beaumont

**The Collateral Agent**

**NOMURA CORPORATE  
FUNDING AMERICAS, LLC**

By: 

Name: Garrett P. Carpenter

Title: Managing Director