



**Registration of a Charge**

Company Name: **ADTRAN EUROPE LIMITED**

Company Number: **05320461**



Received for filing in Electronic Format on the: **05/04/2024**

XD0EV7SH

**Details of Charge**

Date of creation: **04/04/2024**

Charge code: **0532 0461 0003**

Persons entitled: **WELLS FARGO BANK, NATIONAL ASSOCIATION AS ADMINISTRATIVE AGENT AND SECURITY TRUSTEE FOR THE SECURED PARTIES**

Brief description: **FIXED SECURITY IS GRANTED BY THE COMPANY OVER ALL INTELLECTUAL PROPERTY OWNED BY IT FROM TIME TO TIME, INCLUDING, AS OF THE DATE OF THE INSTRUMENT, PATENTS, TRADEMARKS, AND DESIGNS REGISTERED WITH THE UK INTELLECTUAL PROPERTY OFFICE. FOR FURTHER DETAILS, PLEASE REFER TO THE INSTRUMENT.**

**Contains fixed charge(s).**

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

**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:

**ALAN HOLLIDAY**



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

Company number: 5320461

Charge code: 0532 0461 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th April 2024 and created by ADTRAN EUROPE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th April 2024 .

Given at Companies House, Cardiff on 9th April 2024

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



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

**Dated:** 4 April 2024

**ADTRAN EUROPE LIMITED**  
as Original Chargor

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Administrative Agent

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**DEBENTURE**

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**McGuireWoods**

**The requirements of the National Security and Investment Act 2021 must be checked and, if applicable, complied with before any acquisition (including appropriation), by the Administrative Agent or any receiver, of the shares charged by this security agreement or any of the voting rights attaching to those shares.**

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This Debenture is dated 4 April 2024

**BETWEEN:**

- (1) **THE PERSON** listed in Schedule 1 (*The Original Chargor*) as Chargor (the “**Original Chargor**”); and
- (2) **WELLS FARGO BANK, NATIONAL ASSOCIATION**, for itself and as administrative agent and security trustee for the Secured Parties (the “**Administrative Agent**”).

**BACKGROUND:**

- (A) The Lenders have agreed to make certain loan facilities available on the terms and conditions set out in the Credit Agreement.
- (B) The Chargor hereto enters into this Debenture to secure the repayment and satisfaction of the Secured Obligations.
- (C) It is intended that this document take effect as a deed notwithstanding the fact that a party may execute this document under hand.

**IT IS AGREED AS FOLLOWS:**

**1. Interpretation:**

**1.1 Definitions**

In this Debenture:

“**Account**” of a Chargor means any account from time to time, including without limitation those accounts detailed in Part 2 of Schedule 2 (*Security Assets*) or any Deed of Accession, together with the debt or debts represented thereby.

“**Account Bank**” means a person with whom an Account is maintained.

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

“**Additional Chargor**” means a Subsidiary which becomes a Chargor by executing a Deed of Accession.

“**Assigned Agreements**” means all material intra-group loans, receivables, other debts or monetary claims owed by any member of the Group to a Chargor or any other agreement which is designated as an “Assigned Agreement” by a Chargor and the Administrative Agent, and, in each case, together with all Related Rights.

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

“**CA 2006**” means the Companies Act 2006.

**“Chargor”** means the Original Chargor and each Additional Chargor.

**“Credit Agreement”** means the credit agreement dated 18 July 2022 made between, amongst others, Adtran Holdings, Inc., as holdings, Adtran, Inc., as borrower, and Wells Fargo Bank, National Association as administrative agent, swingline lender and issuing lender as amended, supplemented, novated and/or as amended and restated or otherwise modified from time to time, including by the First Amendment to Credit Agreement dated as of 9 August 2023 and the Second Amendment to Credit Agreement dated 16 January 2024.

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

**“Deed of Accession”** means a deed substantially in the form of Schedule 5 (*Form of Deed of Accession*) or in such other form as may be agreed by the Administrative Agent.

**“Domestic Collateral Agreement”** has the meaning given to that term in the Credit Agreement.

**“Equipment”** means all plant, machinery, fixtures, goods, computers, furnishings and vehicles (including motor vehicles and trailers) and other chattels owned now or in the future together with any spare parts, replacements or modifications and the benefit of all contracts, licences and warranties relating thereto and, in each case, together with all Related Rights.

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

**“Excluded Assets”** has the meaning given to that term in the Domestic Collateral Agreement.

**“Excluded Perfection Action”** means any perfection action which the Administrative Agent and the Borrower (as defined in the Domestic Collateral Agreement) reasonably determine that the costs of such perfection action with respect to such assets are excessive in relation to the value of the security or other benefit afforded thereby.

**“Group”** means Holdings and its Subsidiaries from time to time.

**“Insurances”** of a Chargor means:

- (a) all contracts, policies of insurance and cover notes of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest; and
- (b) all Related Rights,

including but not limited to the policies of insurance, if any, specified in Part 4 of Schedule 2 (*Security Assets*) or in any Deed of Accession, but excluding any third party liability or public liability insurance and any directors and officers insurance.



**“Intellectual Property”** means:

- (a) any patents, petty patents, utility models, registered trademarks and service marks, registered designs, domain names and copyrights (and any applications for registration of any of the same), business names, database rights, design rights, and rights in inventions, confidential information and trade secrets and other intellectual property rights and interests (which may now or in the future subsist) in England and Wales, whether registered or unregistered; and
- (b) the benefit of all rights to use such assets of each Chargor (which may now or in the future subsist),

including but not limited to the intellectual property, if any, specified in Part 3 of Schedule 2 (*Security Assets*) or in any Deed of Accession.

**“Investments”** means:

- (a) the Shares;
- (b) all other shares, stocks, debentures, bonds, warrants, options, coupons and other securities and investments whatsoever; and
- (c) all Related Rights,

in each case whether held directly by or to the order of a Chargor or by any trustee, nominees, fiduciary or clearance system on its behalf and in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.

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

**“Notice of Assignment”** means a notice of assignment in substantially the forms set out Schedule 4 (*Forms of Letter for Assigned Agreements*) (as applicable) or in such form as otherwise agreed between the Parties.

**“Notice of Charge”** means a notice of assignment in substantially the forms set out in Schedule 3 (*Form of Notice of Charge*) or in such form as otherwise agreed between the Parties.

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

**“PSC Register”** means the “PSC register” within the meaning of section 790C(10) of the Companies Act 2006.

**“Receiver”** means a receiver and manager or administrative receiver in each case, appointed under this Debenture or pursuant to applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Administrative Agent is permitted by law to appoint an administrative receiver, includes an administrative receiver.

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

- (a) the proceeds of sale of any part of that asset;
- (b) all rights and benefits under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset;
- (d) any monies, proceeds, dividends or other distributions paid or payable in respect of that asset; and
- (e) any rights or monies accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference in respect of that asset.

**“Required Lenders”** has the meaning given to that term in the Credit Agreement.

**“Secured Obligations”** has the meaning given to that term in the Credit Agreement but excludes any obligation which, if it were so included, would result in a contravention of the prohibitions in Chapter 2 (Financial assistance for purchase of own shares) of Part 18 of the Companies Act 2006.

**“Secured Parties”** has the meaning given to that term in the Credit Agreement and for the avoidance of doubt shall include any Receiver for the purposes of this Debenture.

**“Security”** means a mortgage, charge, pledge, lien or other security interest having a similar effect.

**“Security Assets”** means all the assets, rights, title, interests and benefits of each Chargor the subject of, or expressed to be created in favour of, the Administrative Agent by this Debenture.

**“Shares”** means all shares held by or to the order of or on behalf of a Chargor at any time in respect of any of its direct subsidiaries, including those shares specified opposite its name in Part 1 of Schedule 2 (*Security Assets*) or in any Deed of Accession.

## 1.2 Construction

- (a) Capitalised terms defined in the Credit Agreement have, unless expressly defined in this Debenture, the same meaning in this Debenture.
- (b) Unless a contrary indication appears, a reference in this Agreement to:
  - (i) **assets** includes present and future properties, revenues and rights of every description;

- (ii) any **Loan Document** or any other agreement or instrument is a reference to that Loan Document or other agreement or instrument as amended, amended and restated, varied, novated, supplemented or replaced from time to time;
  - (iii) a **person** includes one or more of that person's assigns, transferees or successors in title, delegates, sub-delegates and appointees (in the case of a Credit Party only, in so far as such assigns, transferees or successors in title, delegates, subdelegates and appointees are permitted in accordance with the Loan Documents) and any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
  - (iv) **including** shall not be construed restrictively but shall mean respectively "including, without prejudice to the generality of the foregoing";
  - (v) a provision of law is a reference to that provision as amended or re-enacted; and
  - (vi) words importing the singular shall include the plural and vice versa.
- (c) Section, Clause, Schedule and Part headings are for ease of reference only.

## 2. **Miscellaneous:**

In the event of any inconsistency or conflict between the terms of this Debenture and the Credit Agreement, the terms of the Credit Agreement shall prevail.

## 3. **Trust:**

- (a) The Administrative Agent holds the benefit of this Debenture on trust for the Secured Parties from time to time.
- (b) All Security and dispositions made or created, and all obligations and undertakings contained, in this Debenture, in favour of or for the benefit of the Administrative Agent are given in favour of the Administrative Agent as trustee for the Secured Parties from time to time on the terms set out in the Credit Agreement.

## 4. **Third Party Rights:**

- (a) Unless expressly provided to the contrary in this Debenture, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or enjoy the benefit of any term of this Debenture.
- (b) Notwithstanding any term of any Loan Document, the consent of any person who is not a party is not required to vary, rescind or terminate this Debenture at any time.

- (c) Any Receiver may, subject to Clause 4(b) and the Third Parties Act, rely on any Clause of this Debenture which expressly confers rights on it.

## **5. Covenant to Pay:**

Each Chargor shall, on demand of the Administrative Agent, pay (to the Administrative Agent (for the benefit of itself and the other Secured Parties)), discharge and satisfy the Secured Obligations when they become due.

## **6. Fixed Charges:**

Subject to Clause 9 (*Excluded Assets*), each Chargor with full title guarantee, and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Administrative Agent, all its present and future right, title and interest in:

- (a) by way of first fixed charge,
  - (i) all Investments (including the Shares) and all corresponding Related Rights;
  - (ii) all Accounts;
  - (iii) all Intellectual Property owned by it or acquired by it in the future, and all Related Rights;
  - (iv) all Equipment;
  - (v) all of its benefits, claims and returns of premium in respect of the Insurances; and
  - (vi) to the extent that any of the Assigned Agreements are not effectively assigned under Clause 7 (*Assignments*), all its rights, title and interest in (and claims under) those Assigned Agreements.

## **7. Assignments:**

Subject to Clause 9 (*Excluded Assets*), each Chargor with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, assigns absolutely to the Administrative Agent all its present and future right, title and interest in the Assigned Agreements, subject to reassignment by the Administrative Agent to the relevant Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.

## **8. Floating Charge:**

### **8.1 Creation**

Subject to Clause 9 (*Excluded Assets*), each Chargor with full title guarantee and as continuing security for the payment and discharge of all Secured Obligations, charges in

favour of the Administrative Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge, its assets, undertaking and rights, both present and future not otherwise effectively mortgaged, charged or assigned by Clause 6 (*Fixed Charges*) or Clause 7 (*Assignments*).

## **8.2 Qualifying Floating Charge**

- (a) The floating charge created by any Chargor pursuant to Clause 8.1 (*Creation*) is a “qualifying floating charge” for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 1986.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to this Debenture.

## **8.3 Conversion by Notice**

The Administrative Agent may at any time in writing to any Chargor convert the floating charge created by this Debenture into a fixed charge as regards any property or assets specified (either generally or specifically) in the notice if:

- (a) an Event of Default has occurred and is continuing;
- (b) the Administrative Agent reasonably considers it is necessary in order to protect the priority, value or enforceability of the Security created by this Debenture.

## **8.4 No Waiver**

Any notice given by, or on behalf of the Administrative Agent under Clause 8.3 (*Conversion by Notice*) above in relation to an asset shall not be construed as a waiver or abandonment of the Administrative Agent’s right to give any other notice in respect of any other asset or of any other right of a Secured Party under this Debenture or any other Loan Document.

## **8.5 Automatic Conversion**

- (a) The floating charge created under this Debenture shall automatically be converted into a fixed charge (without notice) over the Security Assets of a Chargor which are subject to the floating charge created under this Debenture:
  - (i) if any Chargor creates or attempts to create any Security (other than any Security permitted by the Loan Documents or with the prior consent of the Administrative Agent) over any of the Security Assets;
  - (ii) if a resolution is passed or an order is made for the winding-up of a Chargor (save where expressly permitted by the terms of the Credit Agreement);
  - (iii) if the Administrative Agent receives notice of an intention to appoint an administrator of that Chargor;

- (iv) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of that Chargor over all or any part of its assets, or if such person is appointed;
  - (v) on the crystallisation of any other floating charge over the Security Assets;
  - (vi) if any third party levies or attempts to levy any distress, execution, attachment or other legal process against any Security Asset; or
  - (vii) in any other circumstances prescribed by law.
- (b) Notwithstanding any other provision of this Debenture, the obtaining of a moratorium under Part A1 of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this Debenture to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of property by any Chargor or a ground for the appointment of a Receiver.
- (c) Paragraph (b) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

## **9. Excluded Assets:**

- (a) Unless otherwise expressly agreed in writing between the relevant Chargor and the Administrative Agent after the date on which it becomes a party to this Debenture, the Excluded Assets shall be excluded from the Security created by Clause 6 (*Fixed Charges*), Clause 7 (*Assignments*) or Clause 8 (*Floating Charge*) from the other provisions of this Debenture and from any further assurance provisions contained in the Loan Documents.
- (b) If or to the extent that for any reason the assignment, mortgaging or charging of any Security Asset is prohibited, each Chargor holds it on trust for the Administrative Agent.
- (c) On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under Clause 6 (*Fixed Charges*), 7 (*Assignments*) or 8 (*Floating Charge*) and the trust referred to in paragraph 9(b) shall terminate.

## **10. PSC:**

### **10.1 PSC Representation**

- (a) Each Chargor represents and warrants to the Administrative Agent on the date of this Debenture or, as applicable, the date of any Deed of Accession pursuant to which it becomes a party to this Debenture, that:
  - (i) it has complied with any notice it has received from any member of the Group pursuant to Part 21A of the Companies Act 2006 (including any timeframe specified in such notice) in respect of which it holds shares charged pursuant to this Debenture; and
  - (ii) if its shares constitute Security Assets, it has not issued any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 and no circumstances exist which entitle such Chargor to issue any such notice.

### **10.2 PSC Register**

- (a) Each Chargor whose shares constitute Security Assets shall promptly:
  - (i) notify the Administrative Agent if it has issued any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of its shares which constitute Security Assets which has not been withdrawn; and
  - (ii) provide to the Administrative Agent a copy of any such warning notice or restrictions notice.
- (b) For the purpose of withdrawing any restrictions notice or for any application (or similar) to the court under Schedule 1B of the Companies Act 2006, in each case in connection with an enforcement of security under and in accordance with this Debenture, each Chargor shall provide such assistance as the Administrative Agent may request in respect of any shares which constitute Security Assets and provide the Administrative Agent with all information, documents and evidence that it may request in connection with the same.
- (c) Each Chargor shall comply with any notice served on it from any member of the Group pursuant to Part 21A of the Companies Act 2006 (including any timeframe specified in such notice) in respect of which it holds shares charged pursuant to this Debenture.

## **11. Further Assurances:**

### **11.1 General**

Subject to the terms of the Loan Documents, each Chargor shall at its own expense promptly do all such acts or execute all such documents as the Administrative Agent or a Receiver may reasonably require:

- (a) to give effect to the requirements of the Debenture;
- (b) to create, perfect, protect or preserve the Security created or intended to be created under this Debenture;
- (c) protect and reserve the ranking of the Security intended to be created by or pursuant to this Deed with any other Security over the assets of any Chargor; and/or
- (d) to facilitate the realisation of the Security Assets or the exercise of any rights, powers and remedies of the Administrative Agent or any Receiver or any other Secured Party provided by or pursuant to the Loan Documents or by law,

### **11.2 Necessary Action**

- (a) Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Administrative Agent or the Secured Parties by or pursuant to this Debenture.
- (b) Notwithstanding anything else in this Agreement to the contrary, no Chargor shall be required to take any Excluded Perfection Action.

## **12. Restrictions on Dealings:**

No Chargor may:

- (a) create or purport to create or permit to exist any Security over any of its assets (other than as created under the Loan Documents);
- (b) either in a single transaction or in a series of transactions and whether related or not, dispose of or purport to dispose of all or any part of the Security Assets (other than in respect of assets charged under Clause 8 (*Floating Charge*) on arm's length terms in the ordinary course of trading); or
- (c) dispose of the equity of redemption in respect of all or any part of the Security Assets,

in each case, unless permitted under and in accordance with the Credit Agreement or with prior consent of the Administrative Agent.



### **13. Rights of Chargors:**

Notwithstanding anything to the contrary set out in this Debenture, prior to the occurrence of an Event of Default which is continuing (or such later date as provided by this Debenture), each Chargor shall continue to have the sole right (a) to deal with, operate and transact business in relation to any Security Assets (including making any disposal of or in relation thereto) and all contractual counterparties in respect thereof, and (b) to amend, waive, terminate or allow to lapse (including agreeing to surrender or terminate any lease) any rights, benefits and/or obligations in respect of such Security Assets, in each case without reference to any Secured Party, other than to the extent agreed to be restricted pursuant to the Loan Documents (save where the consent of the Required Lenders has been obtained).

### **14. Shares and Investments:**

- (a) Each Chargor represents to the Administrative Agent that as at the date of this Debenture or, as applicable, the date of any Deed of Accession pursuant to which it becomes a party to this Debenture, all Investments are accurately described in Part 1 of Schedule 2 (*Security Assets*) (or, as applicable, the relevant schedule to a Deed of Accession).
- (b) Each Chargor shall as soon as reasonably practicable (and in respect of the Shares specified in Part 1 of Schedule 2 (*Security Assets*) within five (5) Business Days of the date of this Debenture) deposit with the Administrative Agent all share certificates relating to the applicable Shares together with stock transfer forms (executed in blank and left undated) on the basis that the Administrative Agent shall be able to hold such certificates and stock transfer forms until the Secured Obligations have been paid in full and shall be entitled, at any time following the occurrence of an Event of Default which is continuing, to complete, under its power of attorney given in this Debenture, the stock transfer forms on behalf of the relevant Chargor in favour of itself or such other person as it shall select.
- (c) Until the occurrence of an Event of Default which is continuing, each Chargor may continue to exercise the voting rights, powers and other rights in respect of its Investments and Related Rights.
- (d) Until the occurrence of an Event of Default which is continuing, all dividends or other income or distributions paid or payable in relation to any Investments shall be paid to the relevant Chargor.
- (e) After an Event of Default which has occurred and is continuing, all voting rights in respect of the Investments may be exercised by the Administrative Agent or its nominee, in the name of the relevant Chargor and without any further consent or authority on the part of that Chargor and irrespective of any direction given by any Chargor, unless the Administrative Agent has notified the relevant Chargor in writing that it wishes to give up this right.

- (f) After an Event of Default which has occurred and is continuing, the Administrative Agent (or its nominee) may exercise or refrain from exercising any other powers or rights which may be exercised by the legal or beneficial owner of any Investments.

## **15. Intellectual Property:**

15.1 Each Chargor represents to the Administrative Agent that as at the date of this Debenture or, as applicable, the date of any Deed of Accession pursuant to which it becomes a party to this Debenture, all Intellectual Property is accurately described in Part 3 of Schedule 2 (*Security Assets*) (or, as applicable, the relevant schedule to a Deed of Accession).

15.2 Each Chargor shall:

- (a) promptly provide the Administrative Agent with details of all registered Intellectual Property (including applications for registration) granted, assigned or transferred to, or filed by or on behalf of, a Chargor at any time on or after the date of this Debenture; and
- (b) at its own cost promptly, if requested to do so by the Administrative Agent, execute all deeds and documents and do all such acts as the Administrative Agent may reasonably require to record the interest of the Administrative Agent in any material registered Intellectual Property charged under this Debenture in any relevant register maintained by the UK.

## **16. Equipment:**

Upon written request by the Administrative Agent following an Event of Default which is continuing, each Chargor shall (as soon as reasonably practicable and at its own expense) affix to a visible part of such pieces of Equipment as the Administrative Agent shall reasonably specify a plate, label, sign or memorandum in such form as the Administrative Agent shall reasonably require, drawing attention to the security created by this Debenture.

## **17. Accounts**

### **17.1 Operation of Accounts:**

- (a) Prior to the occurrence of an Event of Default which is continuing, but subject to the provisions of the Credit Agreement, a Chargor has the right to receive, withdraw or otherwise transfer any credit balance from time to time on any Account (including opening and closing any Account) and shall be entitled to deal with such Account in any manner not prohibited by the Loan Documents.
- (b) After the occurrence of an Event of Default which is continuing, at any time when there are Secured Obligations outstanding, a Chargor shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account, except with the prior consent of the Administrative Agent.

## **17.2 Application of Monies:**

The Administrative Agent shall, following the occurrence of an Event of Default which is continuing, at any time when there are Secured Obligations outstanding, be entitled without notice to apply, transfer or set-off any or all of the credit balance from time to time on any Accounts charged pursuant to this Debenture in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Section 10.4 (*Crediting of Payments and Proceeds*) of the Credit Agreement.

## **17.3 Notices of Charge or Assignment:**

Each Chargor will:

- (a) promptly (and in any event within ten (10) Business Days or such longer period as the Administrative Agent may agree in its reasonable discretion) after the date of this Debenture (or, as applicable, the date of any Deed of Accession or, if later, as soon as reasonably practicable following the establishment of any new Account) give to each Account Bank a Notice of Charge; and
- (b) use its reasonable endeavours to procure that each Account Bank acknowledges that notice substantially in the form of Part 2 of Schedule 3 (*Form of Notice of Charge*), or in such other form as the Administrative Agent may specify within twenty (20) Business Days of service. If the relevant Chargor has used its reasonable endeavours but has not been able to obtain such acknowledgement, its obligation to obtain acknowledgement shall cease on the expiry of that twenty (20) Business Day period.

## **18. Assigned Agreements:**

### **18.1 Each Chargor will:**

- (a) if requested by the Administrative Agent promptly (and in any event within ten (10) Business Days or such longer period as the Administrative Agent may agree in its reasonable discretion) after the date of this Debenture (or, as applicable, the date of any Deed of Accession or, if later, as soon as reasonably practicable following the entry into or designation of any other Assigned Agreement) serve a Notice of Assignment, substantially in the form of Part 1 of Schedule 4 (*Forms of Letter for Assigned Agreements*), on each of the other parties to each of its Assigned Agreements; and
- (b) use its reasonable endeavours to procure that each of those other parties acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (*Forms of Letter for Assigned Agreements*) or in such other form as the Administrative Agent may specify within twenty (20) Business Days of service. If the relevant Chargor has used its reasonable endeavours but has not been able to obtain such acknowledgement, its obligation to obtain acknowledgement shall cease on the expiry of that twenty (20) Business Day period.

18.2 This Debenture constitutes notice in writing to each Chargor of any Security in respect of a debt owed by that Chargor to any other Chargor.

**19. Insurances:**

(a) Each Chargor will:

(i) promptly (and in any event within ten (10) Business Days or such longer period as the Administrative Agent may agree in its reasonable discretion) after the date of this Debenture (or, as applicable, the date of any Deed of Accession or, if later, upon the obtaining of any Insurance after the date of this Debenture) give to each each of the other parties to each of the Insurances a Notice of Charge; and

(ii) use its reasonable endeavours to procure that each such other party acknowledges that notice substantially in the form of Part 3 of Schedule 3 (*Notice to Insurer*), or in such other form as the Administrative Agent may specify within twenty (20) Business Days of service. If the relevant Chargor has used its reasonable endeavours but has not been able to obtain such acknowledgement, its obligation to obtain acknowledgement shall cease on the expiry of that twenty (20) Business Day period.

(b) The Administrative Agent shall not be entitled to give any notice referred to in paragraph 1 of the applicable Notice of Charge, unless and until an Event of Default has occurred and is continuing.

**20. When Security becomes Enforceable:**

**20.1 When Enforceable**

The Security created by this Debenture shall become immediately enforceable if an Event of Default has occurred and is continuing.

**20.2 Enforcement**

After the occurrence of an Event of Default which is continuing, the Administrative Agent may in its absolute discretion enforce all or any part of the Security created by this Debenture in such manner as it sees fit or as the Required Lenders direct.

**21. Enforcement of Security:**

**21.1 General**

(a) The power of sale and any other power conferred on a mortgagee by law (including under section 101 of the Act) as varied or amended by this Debenture shall be immediately exercisable upon and at any time after the occurrence of an Event of Default which is continuing.

- (b) For the purposes of all powers implied by law, the Secured Obligations are deemed to have become due and payable on the date of this Debenture.
- (c) Any restriction imposed by law on the power of sale (including under section 103 of the Act) or the right of a mortgagee to consolidate mortgages (including under section 93 of the Act) does not apply to the Security created by this Debenture.
- (d) Any powers of leasing conferred on the Administrative Agent by law are extended so as to authorise the Administrative Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Administrative Agent may think fit and without the need to comply with any restrictions conferred by law (including under section 99 or 100 of the Act).

## **21.2 Appointment of Receiver**

- (a) Except as provided below, the Administrative Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
  - (i) the Security created by this Debenture has become enforceable in accordance with Clause 21.1 (*General*); or
  - (ii) requested to do so in writing by any Chargor.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including an appointment under section 109(1) of the Act) does not apply to this Debenture. If the Administrative Agent appoints more than one person as Receiver, the Administrative Agent may give those persons power to act either jointly or severally.
- (d) The Administrative Agent shall not be entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The Administrative Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Administrative Agent is prohibited from so doing by section 72A of the Insolvency Act 1986.

### **21.3 Agent of each Chargor**

- (a) A Receiver shall for all purposes be deemed to be the agent of the relevant Chargor. The relevant Chargor is solely responsible for the contracts, engagements, acts, omissions, defaults and losses and for all liabilities incurred by a Receiver.
- (b) No Secured Party 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.

### **21.4 Removal and Replacement**

The Administrative Agent may by writing under its hand (subject in the case of an administrative receivership, to the provisions of section 45 of the Insolvency Act) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment has terminated.

### **21.5 Remuneration**

The Administrative Agent may fix the remuneration of any Receiver appointed by it without the limitations imposed by section 109(6) of the Act.

### **21.6 Relationship with Administrative Agent**

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

### **21.7 No Liability as Mortgagee in Possession**

Neither the Administrative Agent nor any Receiver shall, by reason of entering into possession of all or any part of a Security Asset or taking any action permitted by this Debenture, be liable:

- (a) to account as mortgagee in possession or for any loss on realisation; or
- (b) for any default or omission for which a mortgagee in possession might be liable.

### **21.8 Redemption of Prior Mortgages**

- (a) At any time after the occurrence of an Event of Default which is continuing, the Administrative Agent may:
  - (i) redeem any prior Security against any Security Asset;
  - (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 shall, as soon as reasonably practicable following a demand in writing, pay the costs and expenses reasonably incurred by the Administrative Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

## **21.9 Privileges**

Each Receiver and the Administrative Agent is entitled to all the rights, powers, privileges and immunities conferred by law (including by the Act) on mortgagees and receivers duly appointed under any law (including the Act) save that section 103 of the Act shall not apply.

## **21.10 Protection of Third Parties**

No person (including a purchaser) dealing with the Administrative Agent or a Receiver or its delegate will be concerned to enquire:

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

## **21.11 Financial Collateral Arrangements**

To the extent that the Security Assets constitute “financial collateral” and this Debenture constitutes a “security financial collateral” (as defined in the Financial Collateral Arrangements (No. 2) Regulation 2003 (SI 2003 No. 3226)), the Administrative Agent shall upon giving prior written notice to the relevant Chargor have the right at any time after the Security created by this Debenture becomes enforceable to appropriate all or any part of the Security Assets in or towards satisfaction of the Secured Obligations, the value of the property so appropriated being (a) in the case of cash, the amount standing to the credit of the relevant Account (where the property is the benefit of the Account), (b) in the case of Shares, the market price of such Shares determined by the Administrative Agent (acting reasonably) by reference to a public index or by a fair valuation opinion provided by an independent reputable, internationally recognised third party firm of professional advisors, or (c) (in any other case) such amount as the Administrative Agent determines in a commercially reasonable manner, including by way of an independent valuation.

## **22. Receiver:**

### **22.1 Powers of Receiver**

Each Receiver appointed under this Debenture shall have (subject to any limitations or restrictions which the Administrative Agent may incorporate in the deed or instrument appointing it) all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this Debenture), so that the powers set out in Schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the relevant Chargor, each Receiver shall, upon the occurrence of an Event of Default which is continuing, have power to:

- (a) manage, develop, reconstruct, amalgamate or diversify any part of the business of the relevant Chargor;
- (b) enter into or cancel any contracts on any terms or conditions;
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Security Assets, without being responsible for loss or damage;
- (e) establish subsidiaries to acquire interests in any of the Security Assets and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Security Assets on any terms and conditions;
- (f) make and effect all repairs, renewals and improvements to any of the Security Assets and maintain, renew, take out or increase insurances;
- (g) exercise all voting and other rights attaching to the Shares and stocks, shares and other securities owned by the relevant Chargor and comprised in the Security Assets, but only following a written notification from either the Receiver or the Administrative Agent to the relevant Chargor stating that the Administrative Agent shall exercise all voting rights in respect of the Shares and stocks, shares and other securities owned by the relevant Chargor and comprised in the Security Assets;
- (h) redeem any prior Security on or relating to the Security Assets and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;



- (i) appoint and discharge officers and others for any of the purposes of this Debenture and/or to guard or protect the Security Assets upon terms as to remuneration or otherwise as he may think fit;
- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating to any of the Security Assets;
- (k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any real property comprised in the Security Assets;
- (l) purchase or acquire any land or any interest in or right over land;
- (m) exercise on behalf of the relevant Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Property; and
- (n) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this Clause 22.1, or otherwise incidental or conducive to the preservation, improvement or realisation of the Security Assets, and use the name of the relevant Chargor for all such purposes,

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

## **22.2 Several Powers**

If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing such Receiver states otherwise) exercise all the powers conferred on a Receiver under this Debenture individually and to the exclusion of any other Receiver.

## **23. Application of Proceeds:**

### **23.1 Order of Application**

Any monies recovered or received by the Administrative Agent (or by any Receiver) in connection with this Debenture shall be applied in the order and manner specified by the Credit Agreement notwithstanding any purported appropriation by any Chargor.

### **23.2 Application against Secured Obligations**

Subject to Clause 23.1 (*Order of Application*), any moneys or other value received or realised by the Administrative Agent from a Chargor or a Receiver under this Debenture may be applied by the Administrative Agent to any item of account or liability or

transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Administrative Agent may determine.

### **23.3 Suspense Account**

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

### **24. Currency Conversion:**

In order to apply any sum held or received by the Administrative Agent or a Receiver in or towards payment of the Secured Obligations, the Administrative Agent or such Receiver may purchase an amount in another currency at the Administrative Agent's rate of exchange then prevailing for purchasing that other currency with the existing currency.

### **25. Delegation:**

The Administrative Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Debenture in which case such person shall be entitled to all the rights and protection of a Administrative Agent or Receiver as if it were a party to this Debenture. Neither the Administrative Agent nor any Receiver will be liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate. Any such delegation may be made upon any terms (including power to sub-delegate) which the Administrative Agent or any Receiver may think fit.

### **26. Power of Attorney:**

#### **26.1 Appointment**

Upon the occurrence of an Event of Default which is continuing, each by way of security irrevocably appoints the Administrative Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to, upon the occurrence of an Event of Default which is continuing:

- (a) sign or execute, deliver and perfect all documents and do all things which such Chargor is obliged to sign, execute, deliver and perfect under this Debenture and had failed to do so; and

- (b) exercise or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Debenture or by law including taking any action which that Chargor is obliged to take under this Debenture (including under Clause 11 (*Further Assurances*)).

## **26.2 Ratification**

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers conferred to it under this Clause 26.

## **27. Changes to Chargors:**

- (a) Each Chargor consents to additional companies becoming Chargors as contemplated by the Credit Agreement.
- (b) An additional company shall become an Additional Chargor if it has complied with the requirements of the Credit Agreement and has delivered a duly completed and executed Deed of Accession, in form and substance satisfactory to the Administrative Agent.
- (c) From the date of the relevant Deed of Accession, the relevant Additional Chargor will become a Party to this Debenture and will be bound by and subject to the same obligations as if it had been an Original Chargor and the other Chargors will be bound by the same obligations in relation to the relevant Additional Chargor as if it had been an Original Chargor under this Debenture.

## **28. Preservation of Security:**

### **28.1 Continuing Security**

The Security created by this Debenture shall be 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 of the Secured Obligations.

### **28.2 Immediate Recourse**

This Security may be enforced against each Chargor without first having recourse to any other rights of the Administrative Agent or any other Secured Party.

### **28.3 Waiver of Defences**

The obligations of each Chargor under this Debenture shall not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Debenture (without limitation and whether or not known to it or any Secured Party). This includes:

- (a) any time, waiver or consent granted to, or composition with, any Credit Party or other person;
- (b) the release of any other Credit Party or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (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 Credit Party or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Credit Party or any other person;
- (e) any amendment, novation, supplement, extension restatement (however fundamental and whether or not more onerous) or replacement of a Loan Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Loan Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or security; or
- (g) any insolvency or similar proceedings.

#### 28.4 **Non-Competition**

Until such time as the Secured Obligations have been discharged in full, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Debenture:

- (a) to be indemnified by any Credit Party;
- (b) to claim any contribution from any guarantor of any Credit Party's obligations under this Debenture; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Loan Documents or of any other guarantee or Security taken pursuant to, or in connection with, this Debenture by any Secured Parties.

Each Chargor shall hold in trust for and shall immediately pay or transfer to the Administrative Agent for the Secured Parties any sum received by it contrary to this Clause.

## **28.5 Release of Chargor's Right of Contribution**

If any Chargor ceases to be a Chargor in accordance with the terms of the Loan 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 Chargor arising by reason of the performance by any other Chargor of its obligations under the Loan Documents; and
- (b) each other Chargor will waive any rights it may have by reason of the performance of its obligations under the Loan Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of any Secured Party under any Loan Document or of any other security taken under, or in connection with, any Loan Document where the rights or security are granted by or in relation to the aspects of the retiring Chargor.

## **28.6 Additional Security**

- (a) This Debenture is in addition to and is not in any way prejudiced by any other security or guarantees now or subsequently held by any Secured Party.
- (b) No other security held by any Secured Party (in its capacity as such or otherwise) or right of set-off over any Security Asset shall merge into or otherwise prejudice the Security created by this Debenture or right of set-off contained herein.

## **29. Release of Security:**

### **29.1 Discharge Conditional**

If any settlement, discharge or release is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this Debenture will continue or be reinstated as if the settlement, discharge or release had not occurred and any Security the subject of the discharge will continue or be reinstated as if that settlement, discharge or release had not occurred.

### **29.2 Final Redemption**

Once all the Secured Obligations have been irrevocably paid in full and none of the Administrative Agent nor any other Secured Party has any actual or contingent liability to advance further monies to or incur any liability under the Credit Agreement or where the consent of the Required Lenders has been obtained in accordance with the terms of the Credit Agreement, the Administrative Agent shall, at the request and cost of a Chargor, promptly take any action including preparing and delivering all documents and instruments (including any termination or release letter or deed), revoking any powers of attorney and performing all acts or deeds (including returning title documents, share certificates, related stock transfer forms and any other document belonging to the Chargors) which are, in each case, necessary or otherwise requested by the Chargors (acting reasonably) to release or

re-assign the Security Assets from the Security constituted by this Debenture and take all other actions and steps contemplated by the Credit Agreement in relation to the release of any Security contemplated by this Debenture, or any other steps, confirmations or actions in relation to this Debenture.

### **29.3 Releases**

Subject to Section 11.9 of the Credit Agreement, if any Security Asset shall be sold or otherwise disposed of by any Chargor in a transaction permitted by the Loan Documents, then the Administrative Agent, at the request and sole expense of such Chargor, shall, within a commercially reasonable period of time, execute and deliver to such Chargor all releases or other documents reasonably necessary or desirable to evidence the release of the Security created hereby on such Security Asset. In the event that all the Equity Interests of any Chargor that is a Subsidiary of Holdings shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement, then, at the request of the Borrower and at the expense of the Chargor, such Chargor shall be released from its obligations hereunder and, at the reasonable request of the Borrower and at the expense of the Chargor, the Administrative Agent shall, within a commercially reasonable period of time, execute and deliver to the Borrower any releases or other documents reasonably necessary or desirable to evidence such release.

### **30. Expenses, Indemnification, Waiver of Consequential Damages, etc.**

- (a) Each Chargor, jointly and severally, shall pay all reasonable out-of-pocket expenses incurred by the Administrative Agent and each other Secured Party in connection with enforcing or preserving any rights under this Agreement to the extent the Borrower would be required to do so pursuant to Section 12.3 of the Credit Agreement.
- (b) Each Chargor, jointly and severally, shall pay and shall indemnify each of the Secured Parties (which for purposes of this Debenture shall include, without limitation, any Receiver) against Indemnified Taxes and Other Taxes to the extent the Borrower would be required to do so pursuant to Section 5.11 of the Credit Agreement.
- (c) Each Chargor, jointly and severally, shall indemnify each of the Secured Parties (which for purposes of this Debenture shall include, without limitation, any Receiver) to the extent the Borrower would be required to do so pursuant to Section 12.3 of the Credit Agreement.
- (d) Each Chargor agrees to the provisions of Sections 12.1(b), 12.1(e), 12.3(d) of the Credit Agreement, which are incorporated herein by reference as if fully set forth herein; provided that references therein to "Agreement" shall mean this Debenture.
- (e) All amounts due under this Clause 30 shall be payable promptly after demand therefor.

- (f) Each party's obligations under this Clause 30 shall survive the termination of the Loan Documents and payment of the obligations thereunder.

**31. New Accounts:**

If the Administrative Agent (acting in its capacity as trustee or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security, assignment or transfer affecting all or any part of the Security Assets which is prohibited by the terms of any Loan Document, all payments thereafter by or on behalf of the relevant Chargor to the Administrative Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties will (in the absence of any express contrary appropriation by that Chargor) be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received.

**32. Tacking:**

Each Secured Party shall comply with its obligations under the Loan Documents (including the obligation to make further advances).

**33. Assignments and Transfers:**

**33.1 The Chargors' Rights**

No Chargor under this Debenture shall assign or transfer, or undertake to assign or transfer all or any of its rights other than in accordance with the terms of the Credit Agreement.

**33.2 The Administrative Agent's Rights**

The Administrative Agent may assign or transfer all or any of its rights under this Debenture in accordance with the Credit Agreement.

**34. Notices:**

Any communication to be made under or in connection with this Debenture shall be made in accordance with Section 12.1 (*Notices*) of the Credit Agreement, provided that notices to the Chargors shall be directed to the Chargors, at the address of the Borrower set forth in Section 12.1 of the Credit Agreement.

**35. Partial Invalidity:**

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions will in any way be affected or impaired.

**36. Counterparts:**

This Debenture 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.

**37. Governing Law:**

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

**38. Enforcement:**

**38.1 Jurisdiction of English Courts**

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

**This Debenture** has been entered into on the date stated at the beginning of this Debenture and executed as a deed by the Chargor and is intended to be and is delivered by them as a deed on the date specified above.



**Schedule 1**  
**The Original Chargor**

<b>Name</b>	<b>Jurisdiction of Incorporation</b>	<b>Registered Number</b>	<b>Registered Office</b>
Adtran Europe Limited	England & Wales	05320461	1st Floor Rosewood Chineham Business Park, Crockford Lane, Basingstoke, England, RG24 8UT

**Schedule 2**  
**Security Assets:**

**Part 1**  
**Shares**

*None as at the date of this Deed.*

**Part 2**  
**Accounts**

<b>Name of Chargor</b>	<b>Name and address of institution at which account is held</b>	<b>Account Number</b>	<b>Sort Code</b>
Adtran Europe Limited	Citibank	[REDACTED]	[REDACTED]
Adtran Europe Limited	Bank of America	[REDACTED]	[REDACTED]
Adtran Europe Limited	Bank of America	[REDACTED]	[REDACTED]

**Part 3**  
**Intellectual Property**

**Patents and patent applications**


<b>Name of Chargor</b>	<b>Territory</b>	<b>Description</b>	<b>Patent No. / Application No.</b>	<b>Date of Registration/ Application</b>
Adtran Europe Limited	GB	“Improved Antenna Arrangement” Application re respect of the antenna offset	CCS1302	15 October 2014
Adtran Europe Limited	GB	“Node Partitioning” Application in respect of the node partitioning	CCS1301	1 October 2014
Adtran Europe Limited	GB	“An antenna for a communications system” Application in respect of external lens attached to radome	GB2551840A	3 January 2018
Adtran Europe Limited	GB	“An antenna for a communications system” Application in respect of cascaded lenses	GB2556018A	23 May 2018
Adtran Europe Limited	GB	“A Node for a Communication System”	GB2553762A	21 March 2018

		Application in respect of distributed synchronisation		
Adtran Europe Limited	GB	“Antenna Arrangement of a Wireless Node” Application respect of the antenna arrangement	CCS1202	17 September 2014
Adtran Europe Limited	GB	“Component Structure of a Wireless Node” (referred to as “Wireless node structure” on GB priority application before granted on GB priority application before granted  Application respect of the component stacking	CCS1203	6 August 2014

#### Registered Designs and applications for Registered Designs

Name of Chargor	Territory	Design	Registration No. / Application No.	Date of Registration/ Application
Adtran Europe Limited	UK	Wireless Network Unit	4027105	18 October 2012
Adtran Europe Limited	UK	Wireless Transceivers	90022201520001	15 April 2013

**Trademarks and Trademark applications**

<b>Name of Chargor</b>	<b>Territory</b>	<b>Trademarks</b>	<b>Classes.</b>	<b>Registration No./ Application No.</b>	<b>Date of Registration/ Application</b>
Adtran Europe Limited	UK		9, 37, 38, 42	UK00003095959	24 February 2015
Adtran Europe Limited	UK	METNET	9, 37, 38, 42	UK00003099332	16 March 2015
Adtran Europe Limited	UK	METNET	9, 37, 38, 42	UK00913768171	24 March 2015

**Part 4**  
**Insurances**

<b>Name of Chargor</b>		<b>Insurer</b>	<b>Policy Number</b>	<b>Type of Risk Insured</b>
Adtran Limited	Europe	Allianz	GBL005192240	Public and Products Liability
Adtran Limited	Europe	Zurich	054/2H03/GR229176/0	Employers Liability

**Schedule 3**  
**Form of Notice of Charge**

**Part 1**  
**Notice to Account Bank:**

To: [Account Bank]

Copy: Wells Fargo Bank, National Association

[Date]

Dear Sirs and Madams

**Re: Debenture dated [•] between Adtran Europe Limited as the Original Chargor and Wells Fargo Bank, National Association, as administrative agent (the “Debenture”)**

This letter constitutes notice to you that under the Debenture that [*Insert name of Chargor*] (the “**Chargor**”) has charged in favour of Wells Fargo Bank, National Association as agent and trustee for the Secured Parties referred to in the Debenture (the “**Administrative Agent**”) all of its rights in respect of any amount (including interest) standing to the credit of any account maintained by it with you at any of your branches (the “**Accounts**”) and the debts represented by the Accounts.

Until an Event of Default has occurred and is continuing we shall continue to operate and withdraw any amounts standing to the credit of the Accounts.

Upon notice from the Administrative Agent that an Event of Default has occurred and is continuing, we advise you that we are not permitted to withdraw any amount from any Account without the prior written consent of the Administrative Agent.

Following an Event of Default which has occurred and is continuing, we irrevocably instruct and authorise you to:

- (a) unless the Administrative Agent so authorises you in writing, not to permit withdrawals from the Accounts;
- (b) disclose to the Administrative Agent any information relating to any Account requested from you by the Administrative Agent;
- (c) comply with the terms of any written notice or instruction relating to any Account received by you from the Administrative Agent;
- (d) hold all sums standing to the credit of any Accounts to the order of the Administrative Agent;
- (e) pay or release any sum standing to the credit of any Accounts in accordance with the written instructions of the Administrative Agent; and
- (f) pay all sums received by you for the account of the Chargor to the credit of the Accounts of the Chargor with you.



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

The provisions of this letter may not be revoked or amended without the prior written consent of the Administrative Agent.

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

Please send to the Administrative Agent at Wells Fargo Bank, National Association, [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)

*[Insert name of Chargor]*

**Schedule 3**  
**Part 2**  
**Acknowledgement of Account Bank to Notice of Charge**

To: Wells Fargo Bank, National Association

[Date]

Dear Sirs and Madams

**Re: Debenture dated [•] between Adtran Europe Limited as the Original Chargor and Wells Fargo Bank, National Association, as administrative agent (the “Debenture”)**

We confirm receipt from [*Insert name of Chargor*] (the “**Chargor**”) of a notice dated [•] of a charge upon the terms of the Debenture over all the rights of the Chargor to any amount standing to the credit of any of its accounts with us at any of our branches (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, counterclaim or other right in respect of any Account;
- (d) following the occurrence of an Event of Default which is continuing, will not permit any amount to be withdrawn from any Account without your prior written consent; and
- (e) will pay all sums received by us for the account of the Chargor to an Account of the Chargor with us.

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

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 3**  
**Part 3**  
**Notice to Insurer**

To: [insert name and address of insurance company]

Dated: [•]

Dear Sirs

**Re:** [identify the relevant insurance policy(ies)] (the “Insurances”)

We notify you that, [insert name of Chargor] (the “**Chargor**”) has charged in favour of Wells Fargo Bank, National Association (the “**Administrative Agent**”) as agent and trustee for itself and certain other banks and financial institutions (the “**Secured Parties**”) all its right, title and interest in the Insurances as security for certain obligations owed by the Chargor to the Secured Parties by way of a debenture dated [•].

We further notify you that:

1. you may continue to deal with the Chargor in relation to the Insurances until you receive written notice to the contrary from the Administrative Agent. Thereafter the Chargor will cease to have any right to deal with you in relation to the Insurances and therefore from that time you should deal only with the Administrative Agent;
2. you are authorised to disclose information in relation to the Insurances to the Administrative Agent on request; and
3. the provisions of this notice may only be revoked with the written consent of the Administrative Agent.

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

- (a) you agree to act in accordance with the provisions of this notice;
- (b) after receipt of written notice in accordance with paragraph 1 above, you will pay all monies to which the Chargor is entitled under the Insurances direct to the Administrative Agent (and not to the Chargor) unless the Administrative Agent otherwise agrees in writing;
- (c) you have not received notice that the Chargor has assigned its rights under the Insurances to a third party or created any other interest (whether by way of security or otherwise) in the Insurances in favour of a third party; and
- (d) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Insurances.

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

Yours faithfully

.....

for and on behalf of

*[insert name of Chargor]*

*[On acknowledgement copy]*

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

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

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

.....

for and on behalf of

*[insert name of insurance company]*

Dated: [●]

**Schedule 4**  
**Forms of Letter for Assigned Agreement**

**Part 1**  
**Notice to Counterparty**

To: [Counterparty]

Copy: **Wells Fargo Bank, National Association**

[Date]

Dear Sirs and Madams

**Re: Debenture dated [•] between Adtran Europe as the Original Chargor and Wells Fargo Bank, National Association, as administrative agent (the “Debenture”)**

This letter constitutes notice to you that under the Debenture that *[Insert name of Chargor]* (the “**Chargor**”) has assigned in favour of Wells Fargo Bank, National Association as agent and trustee for the Secured Parties referred to in the Debenture (the “**Administrative Agent**”) as first priority assignee all of its rights in respect of *[insert details of Assigned Agreement(s)]* (the “**Assigned Agreement[s]**”).

The Chargor confirms that:

- (a) the Chargor will remain liable under each Assigned Agreement to perform all the obligations assumed by it under [the]/[that] Assigned Agreement; and
- (b) none of the Administrative 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]/[any] Assigned Agreement.

The Chargor will also remain entitled to exercise all of its rights under [the]/[each] Assigned Agreement and you should continue to give notice under [the]/[each] Assigned Agreement to the Chargor, unless and until you receive notice from the Administrative Agent to the contrary stating that the security has become enforceable. In this event, all of its rights will be exercisable by, and notices shall be given to, the Administrative Agent or as it directs.

The instructions in this letter may not be revoked or amended without the prior written consent of the Administrative Agent.

Please send to the Administrative Agent at Wells Fargo Bank, National Association, [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 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)

*[Insert name of Chargor]*

**Part 2**  
**Acknowledgement of Counterparty**

To: **Wells Fargo Bank, National Association**

[Date]

Dear Sirs and Madams

**Re: Debenture dated [•] between Adtran Europe Limited as the Original Chargor and Wells Fargo Bank, National Association, as administrative agent (the “Debenture”)**

We confirm receipt from [*Insert name of Chargor*] (the “**Chargor**”) of a notice dated [•] of an assignment on the terms of the Debenture of all of the Chargor’s rights in respect of [*insert details of the Assigned Agreement(s)*] (the “**Assigned Agreement[s]**”).

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 of] the Assigned Agreement[s];
- (c) undertake to disclose to you without any reference to or further authority from any of the Chargor any information relating to [any of] the Assigned Agreement[s] which you may at any time request; and
- (d) undertake to notify you of any breach by the Chargor of [any of] the Assigned Agreement[s] and to allow you or any of the other Secured Parties referred to in the Debenture to remedy that breach.

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 Deed of Accession**

**This Debenture** is dated [•]

**Between:**

- (1) [•] (registered number [•]) with its registered office at [•] (the “**Additional Chargor**”); and
- (2) **Wells Fargo Bank, National Association** as agent and trustee for the Secured Parties (the “**Administrative Agent**”).

**Background:**

- (A) The Original Chargor have entered into a debenture dated [•] (the “**Debenture**”) between the Chargors under and as defined in the Debenture and the Administrative Agent.
- (B) The Additional Chargor has agreed to enter into this deed and to become a Chargor under the Debenture.
- (C) 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**

Terms defined in the Debenture have the same meaning in this deed unless given a different meaning in this deed. This deed is a Loan Document as defined in the Credit Agreement.

**2. Accession**

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

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

**3. Security**

Paragraphs (a) to (e) below apply without prejudice to the generality of Clause 2 (*Accession*) of this deed.

- (a) All the Security created by this deed:
  - (i) is created in favour of the Administrative Agent;
  - (ii) is security for the payment, discharge and performance of all the Secured Obligations; and



- (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Administrative Agent holds the benefit of this deed of trust for the Secured Parties.
- (c) The fact that no or incomplete details of any Security Asset are inserted in the schedule to this deed does not affect the validity or enforceability of the Security created by this deed.
- (d) The Additional Chargor charges and/or assigns each of its assets pursuant to and in accordance with Clauses 6 (*Fixed Charges*), 7 (*Assignments*) and 8 (*Floating Charge*) of the Debenture including those assets more specifically referred to in paragraph (e) below.
- (e) Subject to Clause 9 (*Excluded Assets*) of the Debenture, the Additional Chargor charges in favour of the Administrative Agent, all its present and future right, title and interest by way of first fixed charge in:
  - (i) all Investments owned by it including, but not limited to, those specified in Part 1 of the schedule to this deed;
  - (ii) the Accounts including, but not limited to, those specified in Part 2 of the schedule to this deed;
  - (iii) all Intellectual Property owned by it including, but not limited to, the Intellectual Property specified in Part 3 of the schedule to this deed; and
  - (iv) all of its benefits, claims and returns of premium in respect of the Insurances, including, but not limited to, the Insurances specified in Part 4 of the schedule to this deed.

#### **4. Miscellaneous**

With effect from the date of this deed:

- (a) the Debenture 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 Debenture to this deed and similar phrases will include this deed and all references in the Debenture to Schedule 2 (*Security Assets*) (or any part of it) will include a reference to the to this deed (or relevant part of it).

#### **5. 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 entered into on the date stated at the beginning of this deed and executed as a deed by the Additional Chargor and is intended to be and is delivered by it as a deed on the date specified above.

**Schedule (to Deed of Accession)**

**Part 1  
Shares**

<b>Chargor</b>	<b>Name of company in which shares are held</b>	<b>Company number of company in which shares are held</b>	<b>Class of shares held</b>	<b>Number of Shares held</b>
[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]

**Part 2**  
**Accounts**

<b>Name of Chargor</b>	<b>Name and address of institution at which account is held</b>	<b>Account Number</b>	<b>Sort Code</b>
[•]	[•]	[•]	[•]

**Part 3**  
**Intellectual Property**

**Patents and patent applications**

Name of Chargor	Territory	Description	Patent No. / Application No.	Date of Registration/ Application
[•]	[•]	[•]	[•]	[•]

**Registered  
Designs  
and**

**applications for Registered Designs**

Name of Chargor	Territory	Design	Registration No. / Application No.	Date of Registration/ Application
[•]	[•]	[•]	[•]	[•]

**Trademarks and Trademark applications**

Name of Chargor	Territory	Trademarks	Classes.	Registration No./ Application No.	Date of Registration/ Application
[•]	[•]	[•]	[•]	[•]	[•]

**Part 4**  
**Insurances**

<b>Name of Chargor</b>	<b>Insurer</b>	<b>Policy Number</b>	<b>Type of Risk Insured</b>
[●]	[●]	[●]	[●]

**Signatories (to Deed of Accession)**

**THE ADDITIONAL CHARGOR**

**EXECUTED AS A DEED** by  
[•]

acting by

\_\_\_\_\_  
Director

and

\_\_\_\_\_  
Director/Secretary

**THE ADMINISTRATIVE AGENT**

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

By: \_\_\_\_\_

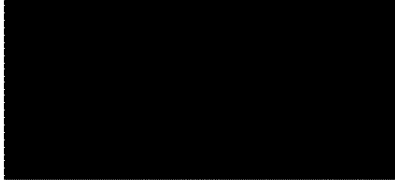
Name: \_\_\_\_\_

Title: \_\_\_\_\_

## SIGNATORIES

### ORIGINAL CHARGOR

EXECUTED AS A DEED by  
ADTRAN EUROPE LIMITED



.....  
Signature

Name Ulrich Dopfer

Capacity Director

.....  
Signature

Name Gunnar Wilsdorf

Capacity Director

*[Signature page to Debenture – Chargor]*

## SIGNATORIES

### ORIGINAL CHARGOR

**EXECUTED AS A DEED by  
ADTRAN EUROPE LIMITED**

.....

Signature

Name Ulrich Dopfer

Capacity Director



.....

Signature

Name Gunnar Wilsdorf

Capacity Director

*[Signature page to Debenture – Chargor]*



THE ADMINISTRATIVE AGENT

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 

Name: Patrick Allen Gorman

Title: Senior Vice President

*[Signature page to Debenture – Administrative Agent]*