



Registration of a Charge

Company name: **TISSUE REGENIX GROUP PLC**

Company number: **05969271**



X872VHPE

Received for Electronic Filing: **06/06/2019**

Details of Charge

Date of creation: **03/06/2019**

Charge code: **0596 9271 0002**

Persons entitled: **MIDCAP FINANCIAL TRUST ACTING AS SECURITY AGENT AND TRUSTEE FOR THE SECURED PARTIES**

Brief description: **ALL CURRENT AND FUTURE LAND (EXCEPT FOR ANY RESTRICTED LAND) AND INTELLECTUAL PROPERTY (EXCEPT FOR ANY RESTRICTED IP) AND THE SPECIFIED INTELLECTUAL PROPERTY OWNED BY THE COMPANY, IN EACH CASE AS SPECIFIED (AND DEFINED) IN THE DEBENTURE REGISTERED BY THIS FORM MR01 (THE "DEBENTURE") AND INCLUDING, AMONGST OTHERS, THE TRADEMARKS CARDIOPURE (016849994) AND DCELL LOGO (014874036). FOR MORE DETAILS PLEASE REFER TO THE DEBENTURE.**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **CARL WINDRUP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5969271

Charge code: 0596 9271 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd June 2019 and created by TISSUE REGENIX GROUP PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th June 2019 .

Given at Companies House, Cardiff on 7th June 2019

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

3 June 2019

**TISSUE REGENIX GROUP PLC
and certain of its Subsidiaries
(as Chargors)**

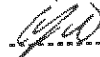
- and -

**MIDCAP FINANCIAL TRUST
(as Security Agent)**

DEBENTURE (REVOLVING LOAN)

**This Deed is entered into with the benefit of (and subject to the terms of)
the Affiliated Intercreditor Agreement (as defined herein)**

Save for material redacted pursuant to s859G of the
Companies Act 2006, I certify that this is a true and
complete copy of the composite original seen by me.



Name: CARC WINDREP

Title: Solicitor

Date: 4 JUNE 2019



Ref: F3/PRM/6356908

Hogan Lovells International LLP
Atlantic House, Holborn Viaduct, London EC1A 2FG

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THIS DEBENTURE is made on

3 June 2019

BETWEEN:

- (1) THE COMPANIES named in Schedule 1 (*The Chargors*); and
- (2) MidCap Financial Trust as Security Agent.

WITNESSES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions:** Unless the context otherwise requires, words or expressions defined in the Credit Agreement shall have the same meanings in this Debenture and this construction shall survive the termination of the Credit Agreement. In addition, in this Debenture:

"Affiliated Intercreditor Agreement" means the intercreditor agreement dated on or around the date of this Debenture and made between, amongst others, MidCap Financial Trust (as Agent) and the Affiliated Financing Agent.

"Assets" means in relation to a Chargor, all its undertaking, property, assets, revenues and rights of every description, or any part of them.

"Astley Way Property" means leasehold property at Units 1 and 2, Astley Way, Astley Lane Industrial Estate, Swillington, Leeds, England, LS26 8XT demised by a lease dated 19 September 2014 between, among others, Bernard Joseph Kellett (as Landlord) and Tissue Regenix Limited (as Tenant).

"Chargor" means each company named in Schedule 1 (*The Chargors*) and (with effect from its accession) each other company which executes a Deed of Accession and Charge.

"Credit Agreement" means the credit, security and guaranty agreement (revolving loan) dated on or around the date of this Debenture between, amongst others, Tissue Regenix Holdings Inc., Cellright Technologies, Inc., Tissue Regenix Wound Care Inc., and TRX Orthopedics Inc. (as Borrowers), the Guarantors, MidCap Financial Trust (as Agent) and the Lenders named therein.

"Declared Default" means that an Event of Default has occurred and as a result the Agent has taken steps to exercise any of its rights under Section 10.2 (*Acceleration and Suspension or Termination of Revolving Loan Commitment*) of the Credit Agreement.

"Deed of Accession and Charge" means a deed of accession and charge substantially in the form of Schedule 3 (*Form of Deed of Accession and Charge for a New Chargor*).

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

"Derivative Rights" includes:

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
- (b) dividends, distributions, interest and other income paid or payable in relation to any Investments; and
- (c) stock, shares and securities offered in addition to or in substitution for any Investments.

"Event of Default" means an Event of Default under and as defined in the Credit Agreement.

"Financing Document" means the Credit Agreement, any Notes, any Security Document, each Fee Letter, the Affiliated Intercreditor Agreement, each subordination or intercreditor agreement pursuant to which any Debt and/or any Liens securing such Debt is subordinated to all or any portion of the Obligations and all other documents, instruments and agreements related to the Obligations, as any or all of the same may be amended, supplemented, restated or otherwise modified from time to time.

"Financial Collateral" in relation to a Chargor, means any of its Assets comprising financial collateral within the meaning of the Financial Collateral Regulations.

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No. 2) Regulations 2003, as amended.

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3.1 (*Assignments*) or within a mortgage or fixed charge created by Clause 3.2 (*Fixed security*) or arising on crystallisation of a floating charge whether under Clause 4 (*Crystallisation*) or otherwise and includes all Assets assigned, mortgaged or charged by the equivalent provisions in any Deed of Accession and Charge.

"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 3.3 (*Creation of Floating Charge*) (or by the equivalent provision of any Deed of Accession and Charge) but, in relation to Assets situated in Scotland and charged by Clause 3.3(b) (or by the equivalent provision of any Deed of Accession and Charge) only in so far as concerns the floating charge over that Asset.

"Group" means the Parent and its Subsidiaries for the time being.

"Insurance Policy" means any contract or policy of insurance of any Chargor (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest at any time but excluding any liability insurance and any directors' and officers' insurance.

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights.

"Intellectual Property Rights" in relation to a Chargor, means all and any of its Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to Clauses 3.2(b)(xii) to 3.2(b)(xvii) (*Fixed security*) inclusive (or pursuant to the equivalent provisions in any Deed of Accession and Charge).

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise.

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

"Material Contract" means a "Material Contract" as defined in the Credit Agreement;

"Material Intangible Asset" means:

- (a) all of each Chargor's Intellectual Property; and
- (b) all licenses, sublicense agreements or other agreements with respect to Intellectual Property Rights,

in each case that are material to the financial condition, business or operations of such Chargor, as reasonably determined by the Security Agent.

"Liability" means any liability, damage, loss, costs, claim or expense of any kind or nature, whether direct, indirect, special, consequential or otherwise.

"New Chargor" means a member of the Group which becomes a Chargor under this Debenture in accordance with Clause 27 (*Accession of a New Chargor*).

"Parent" means Tissue Regenix Group plc a public limited company incorporated under the laws of England and Wales with registered number 05969271.

"Party" means a party to this Debenture.

"PSC Notice" means any of:

- (a) a notice issued under s. 790D of the Companies Act 2006;
- (b) a notice issued under s. 790E of the Companies Act 2006;
- (c) a warning notice issued under paragraph 1 of Schedule 1B of the Companies Act 2006; or
- (d) a restrictions notice issued under paragraph 1 of Schedule 1B of the Companies Act 2006.

"PSC Register" means a register of people with significant control as required under Part 21A of the Companies Act 2006.

"Receivables" in relation to a Chargor, means all sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 3.2 (*Fixed security*) or described in the equivalent provision of any Deed of Accession and Charge.

"Receiver" means any receiver or receiver and manager appointed under Clause 16 (*Appointment of a Receiver or an Administrator*) including (where the context requires or permits) any substituted receiver or receiver and manager.

"Relevant Entity" means any member of the Group which is required to keep a PSC Register and whose share capital will be subject of Liens created by a Credit Party under any Security Document.

"Relevant System" has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility

(whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Investments.

"Restricted IP" means any Intellectual Property owned by or licensed to a Chargor which, in each case, precludes either absolutely or conditionally that Chargor from creating a charge over its interest in that Intellectual Property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(b) (*Third Party Consents*).

"Restricted Land" means any leasehold property (including the Astley Way Property) held by a Chargor under a lease which precludes either absolutely or conditionally that Chargor from creating a mortgage or charge over its leasehold interest in that property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(a) (*Third Party Consents*).

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether incurred jointly or severally and whether as principal or surety or in any other capacity whatsoever and whether incurred originally by a Chargor or the Parent or by some other person) of each Chargor to all or any of the Secured Parties under each or any of the Financing Documents, in each case together with:

- (a) all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its rights under any Financing Document; and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Financing Document or the obligations and liabilities imposed under such documents.

"Secured Party" means each Lender, the Security Agent, the Agent (as defined in the Credit Agreement) or a Receiver or Delegate.

"Security Agent" means MidCap Financial Trust acting as security agent and trustee for the Secured Parties including any successor appointed by the Secured Parties pursuant to the Financing Documents.

"Specified Intellectual Property" means the Intellectual Property and domain names listed in Schedule 4 (*Specified Intellectual Property*).

"Specified Investments" means, in relation to a Chargor, all Investments which at any time:

- (a) represent a holding in a Subsidiary of such Chargor or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Companies Act 2006 "30 per cent or more" were substituted for "a majority";
- (b) are held in the name of the Security Agent or its nominee or to its order; or
- (c) that Chargor has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee.

"Subsidiary" means any subsidiary or subsidiary undertaking of a Chargor.

- 1.2 **Interpretation:** Unless the context otherwise requires, the interpretative provisions set out in the paragraphs below shall apply in this Debenture.

- (a) References to any Party shall be construed so as to include that Party's respective successors in title, permitted assigns and permitted transferees.
- (b) **"Including"** and **"in particular"** shall not be construed restrictively but shall mean respectively "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing".
- (c) A **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, joint venture, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing.
- (d) **"Property"** includes any interest (legal or equitable) in real or personal property and any thing in action.
- (e) **"Variation"** includes any variation, amendment, accession, novation, restatement, modification, assignment, transfer, supplement, extension, deletion or replacement however effected and **"vary"** and **"varied"** shall be construed accordingly.
- (f) **"Writing"** includes facsimile transmission legibly received except in relation to any certificate, notice or other document which is expressly required by this Debenture to be signed and **"written"** has a corresponding meaning.
- (g) The expression **"subsidiary"** or **"subsidiary undertaking"** shall have the meaning given to such terms in the Companies Act 2006.
- (h) Subject to Clause 31.4 (*Variations*), references to this Debenture or to any other document (including any Financing Document) include references to this Debenture or such other document as varied in any manner from time to time, even if changes are made to the composition of the parties to this Debenture or such other document or to the nature or amount of any facilities made available under such other document and, in addition, references to this Debenture shall include (with effect from the date on which it comes into force) each Deed of Accession and Charge executed pursuant to it.
- (i) References to uncertificated Investments are to Investments the title to which can be transferred by means of an electronic or other entry in a Relevant System and references to certificated Investments are to Investments which are not uncertificated Investments.
- (j) The singular shall include the plural and vice versa and any gender shall include the other genders.
- (k) Clauses, paragraphs and Schedules shall be construed as references to Clauses and paragraphs of, and Schedules to, this Debenture.
- (l) Any reference to any statute or statutory instrument or any section of it shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force in relation to the particular circumstances.
- (m) Headings in this Debenture are inserted for convenience and shall not affect its interpretation.
- (n) An Event of Default is **"continuing"** for the purposes of the Financing Documents if it has not been remedied or waived.

2. COVENANT TO PAY

- 2.1 **Covenant to pay:** Each Chargor (as primary obligor and not merely as surety) covenants with the Security Agent (as trustee for the Secured Parties) that it will, on the Security Agent's written demand, pay or discharge the Secured Sums when due at the times and in the manner provided in the relevant Financing Documents.
- 2.2 **Proviso:** The covenants contained in this Clause and the security created by this Debenture shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.
- 2.3 **Demands:**
- (a) The making of one demand shall not preclude the Security Agent from making any further demands.
 - (b) Any third party dealing with the Security Agent or any Receiver shall not be concerned to see or enquire as to the validity of any demand under this Debenture.

3. CREATION OF SECURITY

- 3.1 **Security assignments:** Each Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent (as trustee for the Secured Parties):
- (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies; and
 - (b) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Material Contracts.
- 3.2 **Fixed Security:** Each Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges in favour of the Security Agent (as trustee for the Secured Parties):
- (a) by way of legal mortgage, all Land in England and Wales now vested in it and registered at HM Land Registry or which will be subject to first registration at HM Land Registry upon the execution and delivery of this Debenture, in each case as described in Schedule 2 (*Registered Land to be Mortgaged*);
 - (b) by way of fixed charge:
 - (i) with the exception of any Restricted Land, all other Land which is now, or in the future becomes, its property;
 - (ii) all Land which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that Land, but only with effect from the date on which that consent is obtained;
 - (iii) with the exception of any Restricted Land, all other interests and rights in or relating to Land or in the proceeds of sale of Land now or in the future belonging to it;

- (iv) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 3.2;
- (v) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
- (vi) all Specified Investments which are now its property, including all proceeds of sale derived from them;
- (vii) all Specified Investments in which that Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
- (viii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;
- (ix) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
- (x) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Debenture;
- (xi) all its goodwill and uncalled capital for the time being;
- (xii) all Specified Intellectual Property belonging to it;
- (xiii) with the exception of any Restricted IP, all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xiv) with the exception of any Restricted IP, all Material Intangible Assets that may be acquired by or belong to it in the future, including any such Material Intangible Asset to which it is not absolutely entitled or to which it is entitled together with others;
- (xv) with the exception of any Restricted IP, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Material Intangible Assets in any part of the world;
- (xvi) all Material Intangible Assets (including any Material Intangible Assets to which it is not absolutely entitled or to which it is entitled together with others, and the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Material Intangible Assets in any part of the world) which by virtue of obtaining third party consent to charge such Material Intangible Asset has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained;

- (xvii) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xviii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (b)(xii) to (xvii) inclusive of this Clause;
- (xix) all trade debts now or in the future owing to it;
- (xx) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xxi) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3.1 (*Assignments*);
- (xxii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;
- (xxiii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Debenture; and
- (xxiv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

3.3 Creation of floating charge: Each Chargor, with full title guarantee, charges to the Security Agent (as trustee for the Secured Parties) as security for the payment or discharge of all Secured Sums, by way of floating charge:

- (a) all its Assets (other than, in the case of Tissue Regenix Limited, the Astley Way Property until such time as the consent of the landlord of the Astley Way Property to the creation of a floating charge over the Astley Way Property is obtained (following which it shall immediately and automatically be subject to this floating charge)) except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3.1 (*Security Assignments*) or charged by any fixed charge contained in Clause 3.2 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*); and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that such Chargor shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) with respect to any such Floating Charge Asset, and such Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (except as permitted by the Credit Agreement). Tissue Regenix Limited shall:

- (i) within 120 Business Days of its execution of this Debenture, obtain the consent of the landlord of the Astley Way Property to the creation of the floating charge envisaged by this Clause 3.3 (*Creation of floating charge*) (including paying the reasonable costs and any reasonable consent fee of such landlord);
- (ii) on request, keep the Security Agent informed of the progress of its negotiations with such landlord; and
- (iii) provide the Security Agent with a copy of each such consent promptly after its receipt.

3.4 Third Party Consents:

- (a) If a Chargor has an interest in any Restricted Land, that Chargor shall:
 - (i) Within 120 days of its execution of this Debenture (in the case of the Astley Way Property) or within 5 Business Days of its execution of this Debenture or a Deed of Accession and Charge (as the case may be) (in all other cases), use its reasonable endeavours to obtain the consent of each landlord of such Restricted Land to the creation of the charges envisaged by Clause 3.2(b)(ii) (*Fixed Security*) (including paying the reasonable costs and any reasonable consent fee of any such landlord);
 - (ii) on request, keep the Security Agent informed of the progress of its negotiations with any such landlord; and
 - (iii) provide the Security Agent with a copy of each such consent promptly after its receipt.
- (b) If a Chargor has an interest in any Restricted IP that is a Material Intangible Asset, that Chargor shall:
 - (i) within 5 Business Days of its execution of this Debenture or a Deed of Accession and Charge (as the case may be), use its reasonable endeavours to obtain the consent of each counterparty whose consent is required to the creation of the charges over such Restricted IP that is a Material Intangible Asset envisaged by sub-paragraph (b)(xvi) of Clause 3.2 (*Fixed Security*) (including paying the reasonable costs and any reasonable consent fee of any such counterparty);
 - (ii) on request, keep the Security Agent informed of the progress of its negotiations with any such counterparty; and
 - (iii) provide the Security Agent with a copy of each such consent promptly after its receipt.

3.5 Notices:

- (a) Each relevant Chargor shall:
 - (i) on the date of this Debenture (or, if acceding to this Debenture, on the date of the relevant Deed of Accession and Charge), execute a notice of assignment to the insurers of the assignment by way of security of the sums payable pursuant to its Insurance Policies created by this Debenture in substantially the form set out in Schedule 5 (*Form of Notice of*

Assignment – Insurances) and, as soon as reasonably practicable, serve that notice on each such insurer; and

- (ii) following a reasonable request to do so by the Security Agent, execute a notice of assignment to the counterparty of any Material Contract to which it is a party of the assignment by way of security of the sums payable pursuant to such Material Contracts created by this Debenture in such form as the Security Agent may reasonably request and, as soon as reasonably practicable, serve that notice on each such counterparty.
- (b) Each Chargor shall use all reasonable endeavours (including expending reasonable costs and expenses) to procure the execution and delivery to the Security Agent of acknowledgments by the addressees of the notices delivered to them pursuant to paragraph (a) above.

3.6 Priority:

- (a) Any fixed Lien created by a Chargor and subsisting in favour of the Security Agent shall (save as the Security Agent may otherwise declare at or after the time of its creation) have priority over the floating charge created by Clause 3.3 (*Creation of floating charge*).
- (b) Subject to the terms of the Affiliated Intercreditor Agreement, any Lien created in the future by a Chargor (except in favour of the Security Agent) shall be expressed to be subject to this Debenture and shall rank in order of priority behind the charges created by this Debenture (except to the extent mandatorily preferred by law).

3.7 Application to HM Land Registry: Each Chargor:

- (a) in relation to each register of title of any present and future Land of that Chargor which is charged to the Security Agent under this Debenture or pursuant to the further assurance undertakings in the Credit Agreement or under this Debenture, consents to the Security Agent (or its solicitors) at any time submitting to HM Land Registry any and all of the following:
 - (i) a form AP1 (*application to change the register*) in respect of the security created by this Debenture;
 - (ii) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Debenture;
 - (iii) a form RX1 (*application to register a restriction*) in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer."; and
 - (iv) a form CH2 (application to enter an obligation to make further advances); and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 3.2 (*Fixed security*) at its own expense, immediately following its execution of this Debenture.

4. CRYSTALLISATION

4.1 **Crystallisation by notice:** The floating charge created by each Chargor in Clause 3.3 (*Creation of floating charge*) may, subject to Clause 4.5 (*Moratorium Assets*), be crystallised into a fixed charge by notice in writing given at any time by the Security Agent to the relevant Chargor (or to the Parent on its behalf) if:

- (a) a Declared Default has occurred and is continuing; or
- (b) the Security Agent in good faith considers that any of the Assets expressed to be charged to the Security Agent by this Debenture may be in danger of being seized or sold pursuant to any form of legal process.

Such crystallisation shall take effect over the Floating Charge Assets or class of Floating Charge Assets specified in the notice. If no Floating Charge Assets are specified, it shall take effect over all Floating Charge Assets of the relevant Chargor.

4.2 **Automatic crystallisation:** If, without the Security Agent's prior written consent:

- (a) any Chargor, in contravention of any Financing Document, resolves to take or takes any step to:
 - (i) charge or otherwise encumber any of its Floating Charge Assets;
 - (ii) create a trust over any of its Floating Charge Assets; or
 - (iii) dispose of any Floating Charge Asset (except by way of sale in the ordinary course of such Chargor's business or to the extent that such disposal is not otherwise prohibited by any Financing Document); or
- (b) any person resolves to take or takes any step to seize or sell any Floating Charge Asset pursuant to any form of legal process; or
- (c) an Event of Default under Section 10.1(e), 10.1(f) or 10.1(g) of the Credit Agreement has occurred and is continuing,

then the floating charge created by Clause 3.3 (*Creation of floating charge*) shall, subject to Clause 4.5 (*Moratorium Assets*), be automatically and instantly crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset or, in the case of paragraph (c) above into a fixed charge over all Floating Charge Assets of the relevant Chargor.

4.3 **Future Floating Charge Assets:** Except as otherwise stated in any notice given under Clause 4.1 (*Crystallisation by notice*) or unless the crystallisation relates to all its Floating Charge Assets, prospective Floating Charge Assets acquired by any Chargor after crystallisation has occurred under Clause 4.1 (*Crystallisation by notice*) or Clause 4.2 (*Automatic crystallisation*) shall become subject to the floating charge created by Clause 3.3 (*Creation of floating charge*), so that the crystallisation shall be effective only as to the specific Floating Charge Assets affected by the crystallisation.

4.4 **Reconversion:** Any charge which has crystallised under Clause 4.1 (*Crystallisation by notice*) or Clause 4.2 (*Automatic crystallisation*) may, by notice in writing given at any time by the Security Agent to the relevant Chargor (or to the Parent on its behalf), be reconverted into a floating charge in relation to the Assets specified in such notice.

- 4.5 **Moratorium Assets:** The floating charge created by each Chargor in Clause 3.3 (*Creation of floating charge*) may not be converted into a fixed charge on Assets for which a moratorium is in force if and for so long as such conversion would breach paragraph 13 and/or paragraph 43 of Schedule A1 of the Insolvency Act 1986.

5. **TITLE DOCUMENTS, INSURANCE POLICIES AND TRANSFERS**

- 5.1 **Documents:** Subject to the rights of any prior chargee and except as otherwise expressly agreed in writing by the Security Agent, each Chargor shall:

- (a) deposit with the Security Agent, and the Security Agent shall be entitled to retain during the continuance of the security created by this Debenture, all deeds and documents of title relating to its Fixed Security Assets that are necessary to give effect to or to perfect the fixed security described in Clause 3.2 (*Fixed Security*), including:
 - (i) certificates of registration;
 - (ii) certificates constituting or evidencing Specified Investments and Material Intangible Assets;
 - (iii) all deeds and documents of title relating to any Material Intangible Asset which, by virtue of obtaining third party consent pursuant to paragraph (b) of Clause 3.4 (*Third Party Consents*) has ceased to fall within the definition of Restricted IP; and
 - (iv) all deeds and documents of title relating to any Land which by virtue of receipt of the relevant landlord's consent to charge that Land pursuant to paragraph (a) of Clause 3.4 (*Third Party Consents*) has ceased to fall within the definition of Restricted Land.
- (b) as soon as reasonably practicable, and in any event within 5 Business Days of request, execute and deliver to the Security Agent such documents and transfers and give such instructions and perform such other acts as the Security Agent may reasonably require at any time to constitute or perfect an equitable charge or legal mortgage (at the Security Agent's option) over its Specified Investments, including any eligible to participate in a Relevant System.

5.2 **Insurance:**

If any default shall be made by any Chargor at any time in effecting or maintaining any insurance required by the terms of the Credit Agreement, or if any Chargor fails within 5 Business Days of demand to produce such evidence as the Security Agent reasonably requires to prove such compliance (including copies of insurance policies and/or premium receipts), then:

- (a) the Security Agent may take out or renew such insurances in such sums as the Security Agent reasonably considers to be appropriate (at that Chargor's expense); and
- (b) all money expended by the Security Agent under this provision shall be recoverable by the Security Agent in accordance with the Credit Agreement.

6. **RECEIVABLES**

- 6.1 **Restriction:** No Chargor shall purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery other than in the ordinary course of trade or unless such action is permitted under the Credit Agreement.
- 6.2 **Factoring:** If the Security Agent releases, waives or postpones its rights in respect of any Receivable to enable a Chargor to factor or discount them to any person (the "factor"), the charges created by this Debenture shall in all other respects remain in full force and effect. In particular, all amounts becoming due to such Chargor from the factor and any Receivables reassigned, or due to be reassigned to such Chargor, shall be subject to the charges created by this Debenture, subject only to any defences or rights of set-off which the factor may have against such Chargor.

7. **NEGATIVE PLEDGE AND OTHER RESTRICTIONS**

Without the prior written consent of the Security Agent, except as specifically permitted by the Credit Agreement, no Chargor shall:

- (a) create, or agree or attempt to create, or permit to subsist, any Lien or any trust over any of its Assets; or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.

8. **RIGHT OF APPROPRIATION**

- 8.1 **Financial Collateral Arrangement:** The Parties acknowledge and intend that the charges over each Chargor's Financial Collateral provided under or pursuant to this Debenture will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.
- 8.2 **Right of Appropriation:** The Security Agent may, on or at any time after the security constituted by this Debenture becomes enforceable in accordance with its terms, by notice in writing to the relevant Chargor appropriate with immediate effect all or any of its Financial Collateral charged by this Debenture which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise.
- 8.3 **Value:** The value of any Financial Collateral appropriated under Clause 8.2 shall be:
- (a) in the case of cash, its face value at the time of appropriation; and
 - (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised source or (where the same is not available) such other process as the Security Agent may reasonably select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent;

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent.

8.4 **Surplus or Shortfall:** The Security Agent will account to the relevant Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums and the Chargors shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums.

8.5 **Confirmation:** Each Chargor agrees that the method of valuing Financial Collateral under Clause 8.3 is commercially reasonable.

9. **CONTINUING SECURITY**

This Debenture shall be a continuing security for the Secured Parties, notwithstanding any intermediate payment or settlement of accounts or other matter whatever, and shall be in addition to and shall not prejudice or be prejudiced by any right of set-off, combination, lien or other rights exercisable by any Secured Parties as banker against any Chargor or any security, guarantee, indemnity and/or negotiable instrument now or in the future held by any Secured Party.

10. **LAND**

10.1 **Positive Covenants:** Each Chargor covenants that it shall:

(a) **Compliance with lease:** punctually pay the rents reserved by and observe and perform in all material respects the other material covenants, agreements or obligations on its part to be observed and performed which are contained in any lease, agreement for lease, tenancy agreement or licence to occupy relating to any Land and enforce the observance and performance by the landlord or licensor of its material obligations under any such document, in each case to the extent it makes commercial sense to do so; and

(b) **Acquisitions:** notify the Security Agent promptly following its acquisition of any Land.

10.2 **Supplemental Legal Mortgage:** if, at any time and from time to time, a Chargor has any interest in any Land which is registered at HM Land Registry (or which would be subject to first registration at HM Land Registry on the creation of a mortgage over it), but which is not Restricted Land at that time, and which (for any reason) is also not subject to a legal mortgage under this Debenture or under any Deed of Accession and Charge at that time, the relevant Chargor will, to the extent required to do so by (and in accordance with) Section 4.11 (*Further Assurances*) of the Credit Agreement, promptly execute and deliver to the Security Agent a supplemental legal mortgage, in the agreed terms, over that Land as security for the Secured Sums.

10.3 **Negative covenants:** Except as specifically permitted by the Credit Agreement or the Affiliated Intercreditor Agreement, no Chargor shall (without the prior written consent of the Security Agent):

(a) **No onerous obligations:** enter into any onerous or restrictive obligation affecting its Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which, in each case, would be reasonably likely to affect materially and adversely its value or the value of the Liens constituted by this Debenture over it; or

(b) **No sharing:** share the occupation of any Land with any other person (or agree to do so) to the extent that to do so would materially adversely affect (i) the value of such Land; or (ii) the interests of the Secured Parties.

10.4 **Consolidation of Mortgages:** Section 93 of the Law of Property Act 1925, dealing with the consolidation of mortgages, shall not apply to this Debenture.

11. **INTELLECTUAL PROPERTY RIGHTS**

11.1 **Filings and registrations:**

(a) Each Chargor shall, as soon as reasonably practicable following a reasonable request to do so from the Security Agent file and register at any relevant patent, trade mark or other intellectual property register or authority as may be available for the purpose (to the extent that such register or authority is located in the jurisdiction of incorporation of a member of the Group and including, if appropriate the European Patents Office and Office of Harmonisation for the Internal Market) in such name as may be required by the law of the place of registration, such of the following as must be filed or registered there in order to register or perfect the Liens created under this Debenture over any Material Intangible Assets or to give notice to third parties to protect the priority of the security created by this Debenture over any Material Intangible Assets:

- (i) this Debenture;
- (ii) if so requested by the Security Agent, all licences of Material Intangible Assets granted to or acquired by it; and
- (iii) all future assignments, mortgages and/or charges of Material Intangible Assets made pursuant to this Debenture,

and, to the extent necessary to register or perfect the Liens created under this Debenture over any Material Intangible Assets or to give notice to third parties to protect the priority of the security created by this Debenture over any Material Intangible Assets, maintain or renew such filings and registrations where applicable (other than where the same is, in the reasonable good faith judgment of the Chargor and the Security Agent, no longer used or useful in the conduct of the business of the Group).

(b) Each Chargor irrevocably authorises the Security Agent to effect such registrations, renewals, payments and notifications at the expense of such Chargor as shall, in the reasonable opinion of the Security Agent, be necessary to register the Liens created by this Debenture over any Material Intangible Assets at any patent, trade mark or other intellectual property register or authority as may be available for the purpose (to the extent that such register or authority is located in the jurisdiction of incorporation of a member of the Group and including, if appropriate, at the European Patents Office or Office of Harmonization for the Internal Market).

11.2 **Negative covenants:** Without the prior written consent of the Security Agent and save as otherwise permitted by the Credit Agreement, no Chargor shall:

- (a) **Trade marks:** amend the specification of any registered trade mark included in its Material Intangible Assets; or
- (b) **Patents:** amend the specification or drawings referred to in any granted patent that is a Material Intangible Asset.

12. SPECIFIED INVESTMENTS

12.1 Voting and other rights: Each Chargor undertakes not to exercise any voting powers or rights in a way which would be reasonably likely to prejudice the value of its Specified Investments or otherwise to jeopardise the Liens constituted by this Debenture over them.

12.2 Before Enforcement: Unless and until the occurrence of a Declared Default:

- (a) all voting powers and rights attaching to Specified Investments (including Derivative Rights) belonging to a Chargor shall continue to be exercised by such Chargor for so long as it remains their registered owner and such Chargor shall not permit any person other than such Chargor, the Security Agent or the Security Agent's nominee to be registered as holder of such Specified Investments or any part of them; and
- (b) if Specified Investments belonging to a Chargor are registered in the name of the Security Agent or the Security Agent's nominee, all voting powers and rights attaching to them (including Derivative Rights) shall be exercised by the Security Agent or the Security Agent's nominee in accordance with instructions in writing from time to time received from such Chargor and, in the absence of any such instructions, the Security Agent or the Security Agent's nominee shall not exercise any such rights.

12.3 After Enforcement: At any time after the occurrence of a Declared Default:

- (a) the Security Agent may, for the purposes of protecting its interests in relation to the Secured Sums and preserving the value of the security created by this Debenture (in each case in its absolute discretion) and/or realising the security created by this Debenture, exercise (but is not obliged to exercise) in the name of a Chargor or otherwise and without any further consent or authority on the part of any Chargor, all voting powers and rights attaching to the Specified Investments (including Derivative Rights) as it sees fit, including any rights to nominate or remove a director, as if the Security Agent were the sole beneficial owner of the Specified Investments;
- (b) all Derivative Rights shall, if received by a Chargor or the Security Agent's nominee, be held on trust for and forthwith paid or transferred to the Security Agent; and
- (c) each Chargor shall accept short notice for and attend any shareholders meetings relating to the Specified Investments, appoint proxies and exercise voting and other rights and powers exercisable by the holders of the Specified Investments as the Security Agent may direct from time to time as it sees fit for the purpose of protecting its interests in relation to the Secured Sums.

For the avoidance of doubt, unless and until the Security Agent takes any steps to exercise any voting powers or rights attaching to the Specified Investments after becoming entitled (but not obliged) to do so under this Clause, all such powers and rights remain with the relevant Chargor.

12.4 Negative covenant: Each Chargor covenants with the Security Agent that it will not, without the prior written consent of the Security Agent consent to its Specified Investments being consolidated, sub-divided or converted or any rights attached to them being varied.

13. PSC REGISTER

13.1 No Notices Issued: Each Chargor represents that no Relevant Entity has issued a PSC Notice apart from any PSC Notice which is not prohibited by Clause 13.2 (*PSC Register*).

13.2 PSC Register

- (a) Each Chargor which is a Relevant Entity agrees that:
 - (i) It will not serve a PSC Notice on any person unless required to do so by law; and
 - (ii) It will send a copy of any PSC Notice sent to any person to the Security Agent within five Business Days of sending it to that person.
- (b) If at any time any Chargor receives a PSC Notice from a Relevant Entity it will:
 - (i) Within five Business Days send a copy of that PSC Notice to the Security Agent;
 - (ii) Where applicable, promptly respond with the information which it is required by that PSC Notice to give to that Relevant Entity and in any event it will respond not later than the end of the period prescribed by law for doing so; and
 - (iii) Send a copy of that response to the Security Agent at the same time as it sends that response to the Relevant Entity.

14. OPENING OF NEW ACCOUNTS

14.1 Creation of new account: On receiving notice that any Chargor has granted Liens over or otherwise encumbered or disposed of any of its Assets in contravention of any Financing Document, a Secured Party may rule off all its accounts and open new accounts with such Chargor.

14.2 Credits to new account: If a Secured Party does not open a new account immediately on receipt of such notice, it shall nevertheless be treated as if it had done so on that day. From that day, all payments made by the Chargor to that Secured Party shall be treated as having been credited to a new account and shall not operate to reduce the amount owing from the Chargor to such Secured Party at the time when it received such notice.

15. POWERS OF SALE, LEASING AND ACCEPTING SURRENDERS

15.1 Section 103 of the LPA: Section 103 of the Law of Property Act 1925 shall not apply to this Debenture, and the statutory power of sale shall arise on, and be exercisable at any time after, the execution of this Debenture. However, the Security Agent shall not exercise such power of sale until this Debenture has become enforceable.

15.2 Powers of sale extended: The statutory powers of sale, leasing and accepting surrenders exercisable by the Security Agent by virtue of this Debenture are extended so as to authorise the Security Agent (whether in its own name or that of the Chargor concerned) to:

- (a) grant a lease of any Land vested in a Chargor or in which it has an interest on such terms and conditions as the Security Agent shall think fit; and
- (b) sever any fixtures from Land vested in a Chargor and sell them separately.

16. APPOINTMENT OF A RECEIVER OR AN ADMINISTRATOR

16.1 Appointment: Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Debenture and the floating charges contained in this Debenture. At any time after:

- (a) the occurrence of a Declared Default;
- (b) in relation to any Chargor, a step or proceeding is taken, or a proposal made, for the appointment of an administrator or for a voluntary arrangement under Part I of the Insolvency Act 1986; or
- (c) a request has been made by the Parent and/or a Chargor to the Security Agent for the appointment of a Receiver or an administrator over its Assets or in respect of a Chargor,

then this Debenture shall become enforceable and, notwithstanding the terms of any other agreement between such Chargor and any Secured Party, the Security Agent may (unless precluded by law) appoint in writing any person or persons to be a receiver or a receiver and manager (or receivers or receivers and managers) of all or any part of the Assets of such Chargor or, an administrator or administrators of such Chargor, as the Security Agent may choose in its entire discretion.

16.2 Power to act separately: Where more than one Receiver or administrator is appointed, the appointees shall have power to act separately unless the Security Agent shall specify to the contrary.

16.3 Receiver's remuneration: The Security Agent may from time to time determine the remuneration of a Receiver.

16.4 Removal of Receiver: The Security Agent may (subject to section 45 of the Insolvency Act 1986) remove a Receiver from all or any of the Assets of which he is the Receiver.

16.5 Further appointments of a Receiver: Such an appointment of a Receiver shall not preclude:

- (a) the Security Agent from making any subsequent appointment of a Receiver over all or any Assets over which a Receiver has not previously been appointed or has ceased to act; or
- (b) the appointment of an additional Receiver to act while the first Receiver continues to act.

16.6 Receiver's agency:

- (a) The Receiver shall be the agent of the relevant Chargor (which shall be solely liable for his acts, defaults and remuneration) unless and until such Chargor goes into liquidation, after which time he shall act as principal and shall not become the agent of the Security Agent or any other Secured Party.
- (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.

16.7 Relationship with Security Agent

To the fullest extent allowed by the law, any right, power or discretion conferred by this Debenture (whether expressly or implied) or by law on a Receiver may after this

Debenture becomes enforceable be exercised by the Security Agent in relation to any Assets without first becoming a Receiver and notwithstanding the appointment of a Receiver.

17. POWERS OF A RECEIVER

The Receiver may exercise, in relation to each Chargor over whose Assets he is appointed, all the powers, rights and discretions set out in Schedules 1 and 2 to the Insolvency Act 1986 and in particular, by way of addition to and without limiting such powers, the Receiver may, with or without the concurrence of others:

- (a) sell, lease, let, license, grant options over and vary the terms of, terminate or accept surrenders of leases, licences or tenancies of, all or any of the Assets of the relevant Chargor, without the need to observe any of the provisions of Sections 99 and 100 of the Law of Property Act 1925, in such manner and generally on such terms and conditions as he shall think fit in his absolute and unfettered discretion and any such sale or disposition may be for cash, Investments or other valuable consideration (in each case payable in a lump sum or by instalments) and carry any such transactions into effect in the name of and on behalf of such Chargor;
- (b) promote the formation of a Subsidiary of the relevant Chargor with a view to such Subsidiary purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Assets of such Chargor;
- (c) sever any fixtures from Land and/or sell them separately;
- (d) exercise all voting and other rights attaching to Investments owned by the relevant Chargor;
- (e) arrange for the purchase, lease, licence or acquisition of all or any Assets of the relevant Chargor by any Subsidiary contemplated by paragraph (b) above on a basis whereby the consideration may be for cash, Investments, shares of profits or sums calculated by reference to profits or turnover or royalties or licence fees or otherwise, whether or not secured on the assets of such Subsidiary and whether or not such consideration is payable or receivable in a lump sum or by instalments over such period as the Receiver may think fit;
- (f) make any arrangement or compromise with any Secured Party or others as he shall think fit;
- (g) make and effect all repairs, renewals and improvements to the Assets of the relevant Chargor and effect, renew or increase insurances on such terms and against such risks as he shall think fit;
- (h) appoint managers, officers and agents for the above purposes at such remuneration as the Receiver may determine;
- (i) redeem any prior encumbrance and settle and pass the accounts of the encumbrancer and 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 an expense properly incurred by the Receiver;
- (j) pay the proper administrative charges of any Secured Parties in respect of time spent by their agents and employees in dealing with matters raised by the Receiver or relating to the receivership of the relevant Chargor;

- (k) commence and/or complete any building operations upon any Land of the relevant Chargor and apply for and obtain any planning permissions, building regulation consents or licences, in each case as he may in his absolute discretion think fit;
- (l) take all steps necessary to effect all registrations, renewals, applications and notifications as the Receiver may in his discretion think prudent to maintain in force or protect any of the relevant Chargor's Intellectual Property Rights; and
- (m) do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the above matters or powers or otherwise incidental or conducive to the preservation, improvement or realisation of the relevant Assets.

18. POWER OF ATTORNEY

18.1 **Appointment of attorney:** Each Chargor, by way of security and to more fully secure the performance of its obligations under this Debenture, hereby irrevocably appoints the Security Agent and separately any nominee and/or any Receiver to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise (whether or not a Receiver or administrator has been appointed) to:

- (a) do anything which that Chargor is obliged to do (but has not done within 5 Business Days of being notified by the Security Agent of such failure and being requested to comply) in accordance with this Debenture, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and
- (b) enable the Security Agent, any such nominee and/or Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Debenture or by statute in relation to this Debenture or the Assets charged, or purported to be charged, by it.

18.2 **Ratification:** Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to his appointment under this clause.

18.3 **Sums recoverable:** All sums expended by the Security Agent, any nominee and/or any Receiver under this Clause 18 shall be recoverable from each Chargor under the terms of Section 13.14 (*Expenses; Indemnity*) of the Credit Agreement.

19. OTHER POWERS EXERCISABLE BY THE SECURITY AGENT

19.1 **Receiver's powers:** All powers of a Receiver conferred by this Debenture may be exercised by the Security Agent after this Debenture has become enforceable.

19.2 **Receipt of debts:** Following the occurrence of a Declared Default, the Security Agent, its nominee or any manager, officer or agent of the Security Agent is hereby irrevocably empowered to:

- (a) receive all trade debts and other debts and claims which may be assigned to the Security Agent pursuant to this Debenture and/or under any other Security Document;
- (b) on payment give an effectual discharge for them and on non-payment to take and institute (if the Security Agent in its sole discretion so decides) all steps and proceedings either in the name of the relevant Chargor or in the name of the Security Agent for their recovery; and

- (c) agree accounts and make allowances and give time to any surety.

provided that the proceeds of the same are paid or applied in accordance with the terms of the Affiliated Intercreditor Agreement. Each Chargor ratifies and confirms whatever the Security Agent or any manager or officer of the Security Agent shall do or purport to do under this clause.

- 19.3 **Security Agent's powers:** The Security Agent shall have no liability or responsibility to any Chargor arising out of the exercise or non-exercise of the powers conferred on it by this Clause 19, except for gross negligence, wilful default or fraud¹.

- 19.4 **No duty of enquiry:** The Security Agent need not enquire as to the sufficiency of any sums received by it in respect of any debt or claim or make any claim or take any other action to collect in or enforce them.

20. **APPLICATION OF MONEY RECEIVED BY THE SECURITY AGENT OR A RECEIVER**

- 20.1 **Order of priority:** Any money received or realised under the powers conferred by this Debenture shall be paid or applied in accordance with the terms of the Affiliated Intercreditor Agreement.

- 20.2 **Suspense account:** Until all the Secured Sums have been unconditionally and irrevocably paid and discharged in full, the Security Agent may place and keep to the credit of a suspense account any money received from or realised in respect of any Chargor's liability under this Debenture. The Security Agent shall have no intermediate obligation to apply such money in or towards the discharge of any of the Secured Sums. Amounts standing to the credit of any such suspense account shall bear interest at a rate considered by the Security Agent in good faith to be a fair market rate.

- 20.3 **Discretion to apply:** Until all Secured Sums have been unconditionally and irrevocably paid and discharged in full, the Security Agent may refrain from applying or enforcing any other moneys, security or rights held by it in respect of the Secured Sums or may apply and enforce such moneys, security or rights in such manner and in such order as it shall decide in its unfettered discretion.

21. **PROTECTION OF THIRD PARTIES**

- 21.1 **No duty to enquire:** No purchaser from, or other person dealing with, the Security Agent, its nominee or any Receiver or administrator appointed under this Debenture shall be concerned to enquire whether any of the powers which the Security Agent has exercised or purported to exercise has arisen or become exercisable, or whether this Debenture has become enforceable, or whether any nominee, Receiver or administrator has been validly appointed, or whether any event or cause has happened to authorise the Security Agent, any nominee or a Receiver or administrator to act or as to the propriety or validity of the exercise or purported exercise of any such power, and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

- 21.2 **Receipt:** The receipt of the Security Agent shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any money paid to or by the direction of the Security Agent.

1 HL Note: MidCap will not accept a carve out for simple negligence.

22. **PROTECTION OF THE SECURITY AGENT, ANY NOMINEE AND RECEIVER**

22.1 **Limitation:** Neither the Security Agent nor any nominee nor Receiver shall be liable in respect of any Liability which arises out of the exercise or the purported exercise of, or the failure to exercise, any of their respective powers under or by virtue of this Debenture, except if and in so far as such Liability results from its own gross negligence, wilful default or fraud.

22.2 **Entry into possession:** Without prejudice to the generality of Clause 22.1 (*Limitation*), neither the Security Agent, any nominee nor any Receiver shall be liable to account as mortgagee in possession or otherwise for any sum not actually received by it or him respectively. If and whenever the Security Agent, or any nominee enters into possession of any Assets, it shall be entitled at any time at its discretion to go out of possession.

23. **SECURITY AGENT**

23.1 **Security Agent as trustee:**

- (a) The Security Agent hereby declares itself trustee of the security and other rights (including but not limited to the benefit of the covenants contained herein), titles and interests assigned to, or conferred upon, it by this Debenture and of all monies, property and assets paid to the Security Agent or to its order or held by the Security Agent or its nominee or received or recovered by the Security Agent or its nominee pursuant to or in connection with this Debenture (the "**Secured Property**") with effect from the date hereof to hold the same on trust for itself and each of the Secured Parties in accordance with their respective interests pursuant to the terms of the Affiliated Intercreditor Agreement and the other Financing Documents.
- (b) The Security Agent hereby accepts its appointment as agent and trustee for and on behalf of the Secured Parties and the Chargors hereby acknowledges that the Secured Property is held by the Security Agent as a trustee for and on behalf of the Secured Parties in accordance with the terms of this Clause 23.1. The retirement of the person for the time being acting as Security Agent and the appointment of a successor shall be effected in the manner provided for in the Credit Agreement.
- (c) Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts constituted by this Debenture. Where there are any inconsistencies between the Trustee Act 1925 and the Trustee Act 2000 and the provisions of this Debenture, the provisions of this Debenture shall, to the extent allowed by law, prevail and, in the case of any such inconsistency with the Trustee Act 2000, the provisions of these presents shall constitute a restriction or exclusion for the purposes of that Act. In performing or carrying out its duties, obligations and responsibilities, the Security Agent shall be considered to be acting only in a mechanical and administrative capacity (save as expressly provided in this Debenture) and shall not have or be deemed to have any duty, obligation or responsibility to, (save for any liability it might incur as a result of gross negligence, wilful misconduct or fraud) or relationship of trust or agency with, any Secured Party
- (d) Nothing in this Debenture shall constitute or be deemed to constitute a partnership between any of the Secured Parties and the Security Agent.

- (e) In acting as trustee under this Debenture for the Secured Parties, the Security Agent shall be regarded as acting through its trustee division which shall be treated as a separate entity from any other of its divisions or departments. Notwithstanding the foregoing, any information received by some other division or department of the Security Agent may be treated as confidential and shall not be regarded as having been given to the Security Agent's trustee division.
- 23.2 **Application of proceeds:** All moneys received by the Security Agent shall be held by it upon trust for itself and the Secured Parties according to their respective interests to apply the same in such manner as set out in the Affiliated Intercreditor Agreement.
- 23.3 **Powers:** As trustee the Security Agent shall (without prejudice to any contractual arrangements between the Secured Parties):
 - (a) have all the powers of an absolute owner of the security constituted by this Debenture;
 - (b) have the power of appointing new trustees; and
 - (c) have all the powers and discretions conferred upon trustees by the Trustee Act 1925 (to the extent not inconsistent with these presents) and upon the Security Agent by these presents.
- 23.4 **Trust period:** The trusts herein shall remain in force until the expiration of a period of 125 years from the date hereof.
- 23.5 **Winding up of trust:** Notwithstanding clause 24.3 above, if the Security Agent, with the approval of the Agent, determines that:
 - (a) all of the Secured Sums and all other obligations secured by the Security Documents (as defined in the Credit Agreement) have been fully and finally discharged; and
 - (b) no Secured Party is under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation pursuant to any Financing Document,then:
 - (i) the trusts set out in this Debenture shall be wound up and the Security Agent shall release, without recourse or warranty, all of the Liens and the rights of the Security Agent under this Debenture; and
 - (ii) any Security Agent which has resigned pursuant to Section 11.12 (*Assignment by Agent; Resignation of Agent; Successor Agent*) of the Credit Agreement shall release, without recourse or warranty, all of its rights under this Debenture.
- 23.6 **Incorporation of terms:** The provisions of Section 11 (*Agent*) of the Credit Agreement shall apply to the Security Agent's rights, obligations and duties under this Debenture as if set out in this Debenture in full and references therein to the "Agent" were references to the Security Agent.

24. **INTEREST ON OVERDUE AMOUNTS**

Any amount not paid in accordance with this Debenture when due shall carry interest at the rate and in accordance with the terms contained in the relevant Financing Document in relation to overdue sums or at such other rate as may be agreed between the relevant Chargor and Secured Party from time to time.

25. **SET-OFF**

- 25.1 **By Security Agent:** After the occurrence of an Event of Default² which is continuing, the Security Agent may (but is not obliged to) retain any money it is holding (in any capacity) standing to the credit of any Chargor in any currency upon any account or otherwise (whether or not in such Chargor's name) as cover for any Secured Sums and/or at any time or times without notice to such Chargor set off all or any of such money against all or such part of the Secured Sums due, owing or incurred by that Chargor as the Security Agent may select. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

26. **TRANSFER BY A SECURED PARTY**

- (a) Any Secured Party may at any time assign and transfer all or any of its rights in relation to this Debenture to any person or otherwise grant an interest in them to any person to the same extent that it is permitted to assign and transfer its rights or otherwise grant an interest in them (as applicable) under the terms of the Credit Agreement.
- (b) The Security Agent may assign and transfer all of its rights and obligations under this Debenture to any replacement Security Agent appointed in accordance with the Financing Documents. Upon such assignment and transfer becoming effective, the replacement Security Agent shall be, and be deemed to be, acting as agent and trustee for each of the Secured Parties (including itself) for the purposes of this Debenture in replacement of the previous Security Agent.

27. **ACCESSION OF A NEW CHARGOR**

- 27.1 **Method:** Any member of the Group may at any time, with the prior written approval of the Security Agent, become a party to this Debenture by delivering to the Security Agent in form and substance satisfactory to it:

- (a) a Deed of Accession and Charge; and
- (b) certified extracts from the minutes of a meeting of its Board of Directors evidencing the due authorisation and execution of the Deed of Accession and Charge and any other conditions precedent required by the Financing Documents.

- 27.2 **New Chargor bound:** The New Chargor shall become a Chargor under this Debenture with effect from the time when the Deed of Accession and Charge takes effect, at which point:

- (a) the New Chargor shall become bound by all the terms of this Debenture and shall assume the same obligations as "Chargor" as if it were an original Party to this Debenture; and

² Event of Default is the standard for set-off in Section 10.6 of the Credit Agreement, which should also apply in the Debenture.

- (b) the other Chargors shall assume the same obligations in respect of the New Chargor as if it were an original Party to this Debenture.

28. **RELEASE OF SECURITY**

28.1 **Redemption:** Subject to Clause 28.2 (*Avoidance of Payments*), if all Secured Sums have been irrevocably paid in full and none of the Secured Parties are under any further actual or contingent liability to make advance or provide other financial accommodation to any person under any Financing Document, the Security Agent will (at the request and cost of the Chargors), execute and do all such reasonable acts as may be necessary to release the Assets from the Security constituted by this Debenture and the Chargors from their obligations under this Debenture.

28.2 **Avoidance of Payments:** If the Security Agent considers in good faith that any amount received in payment or purported payment of the Secured Sums is capable of being avoided or reduced by virtue of any insolvency, bankruptcy, liquidation or other similar laws, the liability of each Chargor under this Debenture and the Liens constituted by this Debenture shall continue and such amount shall not be considered to have been irrevocably paid.

29. **THIRD PARTY RIGHTS**

29.1 **Directly enforceable rights:** Pursuant to the Contracts (Rights of Third Parties) Act 1999:

- (a) the provisions of Clause 23 (*Security Agent*), 25 (*Set-off*), and Clause 26 (*Transfer by a Secured Party*) shall be directly enforceable by a Secured Party;
- (b) the provisions of Clause 16 (*Appointment of a Receiver or an Administrator*) to Clause 22 (*Protection of the Security Agent and Receiver*) inclusive shall be directly enforceable by any nominee or Receiver; and
- (c) the provisions of Clause 21 (*Protection of third parties*) shall be directly enforceable by any purchaser.

29.2 **Exclusion of Contracts (Rights of Third Parties) Act 1999:** Save as otherwise expressly provided in Clause 29.1 (*Directly enforceable rights*), no person other than a Party shall have any right by virtue of either the Contracts (Rights of Third Parties) Act 1999 or any other provision of English law under which rights might accrue to persons other than a Party, to enforce any term (express or implied) of this Debenture.

29.3 **Rights of the Parties to vary:** The Parties (or the Parent, on behalf of the Chargors, and the Security Agent (on behalf of the Secured Parties)) may by agreement vary any term of this Debenture (including this Clause 29) without the necessity of obtaining any consent from any other person.

30. **JOINT AND SEPARATE LIABILITY**

All covenants, agreements, representations and warranties on the part of the Chargors contained in this Debenture are given by them jointly and separately and shall be construed accordingly.

31. FORBEARANCE, SEVERABILITY, VARIATIONS AND CONSENTS

- 31.1 Delay etc:** All rights, powers and privileges under this Debenture shall continue in full force and effect, regardless of any Secured Party, nominee or Receiver exercising, delaying in exercising or omitting to exercise any of them.
- 31.2 Severability:** No provision of this Debenture shall be avoided or invalidated by reason only of one or more other provisions being invalid or unenforceable.
- 31.3 Illegality, invalidity, unenforceability:** Any provision of this Debenture which is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Debenture.
- 31.4 Variations:** No variation of this Debenture shall be valid and constitute part of this Debenture, unless such variation shall have been made in writing and signed by the Security Agent (on behalf of the Secured Parties) and the Parent (on behalf of the Chargors) or by all Parties.
- 31.5 Consents:** Save as otherwise expressly specified in the Financing Documents, any consent of the Security Agent may be given absolutely or on any terms and subject to any conditions as the Security Agent may determine in its entire discretion.

32. COUNTERPARTS

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

33. NOTICES

- 33.1 Notices provision:** Any communications to be made under or in connection with this Debenture shall be made in accordance with the notice provisions of the Credit Agreement.
- 33.2 Addresses:** If no address has been provided for any Chargor under the Credit Agreement, then the address (and the officer, if any, for whose attention the communication is to be made) of each Chargor for any communication or document to be made or delivered under or in connection with the Financing Documents is that identified with its name in Schedule 1 (*The Chargors*) or any substitute address or department or officer as that Chargor may notify to the Security Agent by not less than five Business Days' notice.

34. GOVERNING LAW

This Debenture and all non-contractual obligations arising in any way whatsoever out of or in connection with this Debenture shall be governed by, construed and take effect in accordance with English law.

35. ENFORCEMENT

35.1 Jurisdiction:

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture or any claim for set-off) or the legal

relationships established by this Debenture (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by a Chargor.

- (b) Where a Dispute is the subject of proceedings commenced by one or more Secured Parties, the Secured Parties are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Secured Parties, that Chargor shall bring such counter-claim before the court seized of the Secured Party's claim and no other court.
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude any Secured Party from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.
- (d) To the extent allowed by law, each Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

THIS DEBENTURE has been executed by each Chargor as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document.

SCHEDULE 1
The Chargors

Name of Chargor	Registered Number	Address for Service
Tissue Regenix Group plc	05969271	Unit 1 and 2 Astley Way, Astley Lane Industrial Estate, Swillington, Leeds, England, LS26 8XT
Tissue Regenix Limited	05807272	Unit 1 and 2 Astley Way, Astley Lane Industrial Estate, Swillington, Leeds, England, LS26 8XT
TRX Wound Care Limited	07809175	Unit 1 and 2 Astley Way, Astley Lane Industrial Estate, Swillington, Leeds, England, LS26 8XT
TRX Orthopaedics Limited	07809201	Unit 1 and 2 Astley Way, Astley Lane Industrial Estate, Swillington, Leeds, England, LS26 8XT
TRX Cardiac Limited	07809177	Unit 1 and 2 Astley Way, Astley Lane Industrial Estate, Swillington, Leeds, England, LS26 8XT
Tissue Regenix Holdings Limited	10718340	Unit 1 and 2 Astley Way, Astley Lane Industrial Estate, Swillington, Leeds, England, LS26 8XT

SCHEDULE 2

Registered Land to be mortgaged

None at the date of this Debenture.

Unregistered land subject to first registration upon the execution of this Debenture

None at the date of this Debenture.

SCHEDULE 3

Form of Deed of Accession and Charge for a New Chargor

THIS DEED OF ACCESSION AND CHARGE is made on 20**

BETWEEN:

- (1) *****INSERT THE NAME OF THE NEW CHARGOR***** (registered in [England and Wales] under number [***]) (the **"New Chargor"**);
- (2) **Tissue Regenix Group plc** (registered in England and Wales under number 05969271) (the **"Parent"**); and
- (3) **MidCap Financial Trust** (the **"Security Agent"**).

WHEREAS:

- (A) This Deed is supplemental to a Debenture (the **"Principal Deed"**) dated *****insert date***** between (1) the *****Identify original Chargors***** and (2) the Security Agent as agent and trustee for the Secured Parties named in the Principal Deed (the **"Secured Parties"**).

*****Note: Set out details of any previous Deed of Accession and Charge.*****

- (B) The New Chargor has agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the Secured Parties), all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed.

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Incorporation:** Words or expressions defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed.

- 1.2 **Additional Definitions:** In this Deed:

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights.

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

"Material Contract" means a "Material Contract" as defined in the Credit Agreement;

"Material Intangible Asset" means:

- (a) all of each Chargor's Intellectual Property; and

- (b) all licenses, sublicense agreements or other agreements with respect to Intellectual Property Rights,

in each case that are material to the financial condition, business or operations of such Chargor, as reasonably determined by the Security Agent.

"Restricted IP" means any Intellectual Property owned by or licensed to the New Chargor which, in each case, precludes either absolutely or conditionally the New Chargor from creating a charge over its interest in that Intellectual Property and in respect of which consent has not yet been obtained pursuant to Clause [3.4(b)] (*Third Party Consents*) of the Principal Deed.

"Restricted Land" means any leasehold property held by the New Chargor under a lease which precludes either absolutely or conditionally the New Chargor from creating a mortgage or charge over its leasehold interest in that property and in respect of which consent has not yet been obtained pursuant to Clause [3.4(a)] (*Third Party Consents*) of the Principal Deed.

[** **"Specified Intellectual Property"** means [] **].

2. **ACCESSION BY THE NEW CHARGOR TO THE PRINCIPAL DEED**

- 2.1 **Accession:** The New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor.
- 2.2 **Covenant to pay:** The New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent (as trustee for the Secured Parties) that it will, on the Security Agent's written demand, pay or discharge the Secured Sums when due at the times and in the manner provided in the relevant Financing Documents.
- 2.3 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.
- 2.4 **Parent's agreement to the accession:** The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to the New Chargor's accession.

3. **ASSIGNMENTS**

[** *Incorporate in the execution copy of the deed of accession and charge the relevant final text from Clause 3.1 (Assignments) of the Principal Deed. This will include the assignment of Insurance Policies as a minimum* **]

4. **FIXED SECURITY**

[** *Incorporate in the execution copy of the deed of accession and charge the final text from Clause 3.2 of the Principal Deed with consequential changes. Note: where the New Chargor has real property or IP it will be scheduled and a definition included of Specified Intellectual Property* **]

5. CREATION OF FLOATING CHARGE

5.1 [**** Incorporate in the execution copy of the deed of accession and charge the final text from Clause 3.3 of the Principal Deed with consequential amendments ****]

5.2 The parties agree (without limitation to the general nature of the New Chargor's accession to the Principal Deed contained in Clause 2) that the crystallisation provisions contained in Clause 4 of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed.

6. NEGATIVE PLEDGE AND OTHER RESTRICTIONS

Without the prior written consent of the Security Agent, except as specifically permitted by the Credit Agreement, the New Chargor shall not:

- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.

7. RIGHT OF APPROPRIATION

7.1 The parties acknowledge and intend that the charges over the New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.

7.2 The Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable in accordance with the terms of the Principal Deed, by notice in writing to the New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise.

7.3 The value of any Financial Collateral appropriated under Clause 7.2 shall be:

- (a) in the case of cash, its face value at the time of appropriation; and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised price source or (where the same is not available) such other process as the Security Agent may reasonably select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent;

as converted, where necessary, into [sterling] at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent.

7.4 The Security Agent will account to the New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums and the New Chargor shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums.

- 7.5 The New Chargor agrees that the method of valuing such Financial Collateral under Clause 7.3 is commercially reasonable.

8. **APPLICATION TO HM LAND REGISTRY**

The New Chargor:

- (a) in relation to each register of title of any present and future Land of the New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time submitting to HM Land Registry:
 - (i) a form AP1 (*application to change the register*) in respect of the security created by this Deed;
 - (ii) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Deed;
 - (iii) a form RX1 (*application to register a restriction*) in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer."; and
 - (iv) a form CH2 (*application to enter an obligation to make further advances*); and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 4 (*Fixed security*) at its own expense, immediately following its execution of this Deed.

9. **POWER OF ATTORNEY**

- 9.1 **Appointment of attorney:** The New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent and separately any nominee and/or any Receiver to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise (whether or not a Receiver or administrator has been appointed) to:

- (a) do anything which the New Chargor is obliged to do (but has not done within 5 Business Days of being notified by the Security Agent of such failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document;
- (b) enable the Security Agent, any such nominee and/ or Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.

- 9.2 **Ratification:** The New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

- 9.3 **Sums recoverable:** All sums expended by the Security Agent or any Receiver under this clause shall be recoverable from the New Chargor under Section 13.14 (*Expenses; Indemnity*) of the Credit Agreement.

10. **NOTICES**

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 33 (*Notices*) of the Principal Deed. The New Chargor's address for service is set out in Schedule 2 (*Notice Details*).

11. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

12. **GOVERNING LAW**

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

13. **ENFORCEMENT**

13.1 **Jurisdiction:**

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in anyway whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by the New Chargor.
- (b) Where a Dispute is the subject of proceedings commenced by one or more Secured Parties, the Secured Parties are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Secured Parties, that Chargor shall bring such counter-claim before the court seized of the Secured Parties' claim and no other court.
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Secured Parties from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.
- (d) To the extent allowed by law, the New Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

- 13.2 **[***Service of process:** Without prejudice to any other mode of service allowed under any relevant law, the New Chargor:

- (a) irrevocably appoints **[***the Parent***]** as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed; and

- (b) agrees that failure by a process agent to notify it of the process will not invalidate the proceedings concerned.***]

14. FINANCING DOCUMENT

This Deed is a Financing Document.

THIS DEED OF ACCESSION AND CHARGE has been executed by the New Chargor and the Parent as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document.

Schedule 1 to Deed of Accession and Charge

Registered land to be mortgaged

Name of Chargor/Registered Proprietor	Description of Property	Title Number

Unregistered land subject to first registration upon the execution of this Deed

The address for service of the Security Agent in the case of registered land is **[***insert details and include any relevant department or officer to whom notices are to be addressed. The above address for service must be situated in the United Kingdom.***]**

Schedule 2 to Deed of Accession and Charge

Notice Details

*[***Set out here the notice details for the New Chargor***]*

Execution page to Deed of Accession and Charge

EXECUTION

THE NEW CHARGOR

Executed as a)
Deed by [***insert name of New Chargor***])
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

THE PARENT

Executed as a)
Deed by [***insert name of Parent ***])
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

THE SECURITY AGENT

Signed by)
for and on behalf of **MidCap Financial Trust**)

By: Apollo Capital Management, L.P.,)
Its investment manager)

Authorised Signatory

By: Apollo Capital Management GP, LLC,
Its general partner

By: _____

Name:

Title: Authorised Signatory

SCHEDULE 4

Specified Intellectual Property

Trademarks:

Credit Party that is Owner of IP	Trade Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal
Tissue Regenix Group Plc	CARDIOPURE	European Community	016849994	13/Jun/2017	016849994	10/Oct/2017	Registered	13/Jun/2027
Tissue Regenix Group Plc	CARDIOPURE	USA	87488179	14/Jun/2017	5516872	17/Jul/2018	Registered	17/Jul/2028
Tissue Regenix Limited	dCELL	Brazil	840089333	12/Apr/2012	840089333	14/Apr/2015	Registered	14/Apr/2025
Tissue Regenix Limited	dCELL	Brazil	840089341	12/Apr/2012	840089341	14/Apr/2015	Registered	14/Apr/2025
Tissue Regenix Limited	dCELL	Brazil	840089368	12/Apr/2012	840089368	14/Apr/2015	Registered	14/Apr/2025
Tissue Regenix Limited	dCELL	Brazil	840089309	12/Apr/2012	840089309	14/Apr/2015	Registered	14/Apr/2025
Tissue Regenix Limited	dCELL	Canada	1693878	15/Sep/2014			Pending	
Tissue Regenix Limited	dCELL	China	10779159	17/Apr/2012	10779159	28/Jun/2013	Registered	27/Jun/2023

Credit Party that is Owner of IP	Trade Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal
Tissue Regenix Limited	dCELL	China	24267182	23/May/2017	24267182	21/May/2018	Registered	20/May/2028
Tissue Regenix Limited	dCELL	China	24267181	23/May/2017	24267181	21/May/2018	Registered	20/May/2028
Tissue Regenix Limited	dCELL	China	24267180	23/May/2017	24267180	21/May/2018	Registered	20/May/2028
Tissue Regenix Limited	dCELL	China	10779160	17/Apr/2012	10779160	06/Aug/2014	Registered	06/Aug/2024
Tissue Regenix Limited	dCELL	China	10779162	17/Apr/2012	10779162	28/Jun/2013	Registered	27/Jun/2023
Tissue Regenix Limited	dCELL	China	10779161	17/Apr/2012	10779161	28/Jun/2013	Registered	27/Jun/2023
Tissue Regenix Limited	dCELL	European Community	006845051	18/Apr/2008	006845051	29/Apr/2009	Registered	18/Apr/2028
Tissue Regenix Limited	dCELL	India	2315213	13/Apr/2012	2315213	15/Nov/2016	Registered	13/Apr/2022
Tissue Regenix Limited	dCELL	USA	77596084	20/Oct/2008	4110567	13/Mar/2012	Registered	13/Mar/2022
Tissue Regenix Group Plc	Dcell Logo	European Community	014874036	03/Dec/2015	014874036	31/Mar/2016	Registered	03/Dec/2025

Credit Party that is Owner of IP	Trade Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal
Tissue Regenix Group Plc	NATIVE. NATURAL. NURTURING.	European Community	012538112	27/Jan/2014	012538112	10/Jun/2014	Registered	27/Jan/2024
Tissue Regenix Group Plc	NATIVE. NATURAL. NURTURING.	USA	86176371	27/Jan/2014	4674183	20/Jan/2015	Registered	20/Jan/2025
Tissue Regenix Group Plc	ORTHOPURE	European Community	016850001	13/Jun/2017	016850001	12/11/2018	Registered	6/13/2027
Tissue Regenix Group Plc	ORTHOPURE	USA	87488195	14/Jun/2017			Published	
Tissue Regenix Group Plc	REGENERATION BEGINS WITHIN	European Community	012944179	06/Jun/2014	012944179	16/Oct/2014	Registered	06/Jun/2024
Tissue Regenix Group Plc	REGENERATION BEGINS WITHIN	USA	86302233	06/Jun/2014	4853647	17/Nov/2015	Registered	17/Nov/2025
Tissue Regenix Group Plc	SurgiPure	USA	86402866	23/Sep/2014	5586445	16/Oct/2018	Registered	16/Oct/2028
Tissue Regenix Limited	TISSUE REGENIX	Brazil	840089457	12/Apr/2012	840089457	14/Apr/2015	Registered	14/Apr/2025
Tissue Regenix Limited	TISSUE REGENIX	Brazil	840089481	12/Apr/2012	840089481	14/Apr/2015	Registered	14/Apr/2025
Tissue Regenix Limited	TISSUE REGENIX	Brazil	840089511	12/Apr/2012	840089511	14/Apr/2015	Registered	14/Apr/2025
Tissue Regenix Limited	TISSUE REGENIX	Brazil	840089430	12/Apr/2012	840089430	14/Apr/2015	Registered	14/Apr/2025

Credit Party that is Owner of IP	Trade Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal
Tissue Regenix Limited	TISSUE REGENIX	China	10779166	17/Apr/2012	10779166	28/Jun/2013	Registered	27/Jun/2023
Tissue Regenix Limited	TISSUE REGENIX	China	10779165	17/Apr/2012	10779165	28/Jun/2013	Registered	27/Jun/2023
Tissue Regenix Limited	TISSUE REGENIX	China	10779164	17/Apr/2012	10779164	28/Dec/2013	Registered	27/Dec/2023
Tissue Regenix Limited	TISSUE REGENIX	China	10779163	17/Apr/2012	10779163	28/Jun/2013	Registered	27/Jun/2023
Tissue Regenix Limited	TISSUE REGENIX	European Community	010791267	05/Apr/2012	010791267	06/Sep/2012	Registered	05/Apr/2022
Tissue Regenix Limited	TISSUE REGENIX	India	2315214	13/Apr/2012	2315214	20/Jul/2018	Registered	13/Apr/2022
Tissue Regenix Limited	TRx	Brazil	840089376	12/Apr/2012	840089376	17/May/2016	Registered	17/May/2026
Tissue Regenix Limited	TRx	Brazil	840089384	12/Apr/2012	840089384	17/May/2016	Registered	17/May/2026
Tissue Regenix Limited	TRx	Brazil	840089406	12/Apr/2012	840089406	17/May/2016	Registered	17/May/2026
Tissue Regenix Limited	TRx	Brazil	840089414	12/Apr/2012	840089414	06/Sep/2016	Registered	06/Sep/2026
Tissue Regenix Limited	TRx	China	10779158	17/Apr/2012	10779158	28/Jun/2013	Registered	27/Jun/2023

Credit Party that is Owner of IP	Trade Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Next Renewal
Tissue Regenix Limited	TRx	China	10779157	17/Apr/2012	10779157	28/Jun/2013	Registered	27/Jun/2023
Tissue Regenix Limited	TRx	China	10779156	17/Apr/2012	10779156	28/Feb/2014	Registered	27/Feb/2024
Tissue Regenix Limited	TRx	China	10779155	17/Apr/2012	10779155	28/Jun/2013	Registered	27/Jun/2023
Tissue Regenix Limited	TRx	European Community	010791275	05/Apr/2012	010791275	02/Dec/2015	Registered	05/Apr/2022
Tissue Regenix Limited	TRx	India	2315215	13/Apr/2012	2315215	14/Nov/2016	Registered	13/Apr/2022
Tissue Regenix Limited	TRx	USA	85594863	11/Apr/2012	4975748	14/Jun/2016	Registered	14/Jun/2026

Patents:

Credit Party that is Owner of IP	Catchword	Case Code	Country	Status	Official Number
Tissue Regenix Limited	Ultrasonic; matrix	P032107DE	Germany	Granted	'1624922
Tissue Regenix Limited	Ultrasonic; matrix	P032107FR	France	Granted	'1624922
Tissue Regenix Limited	Ultrasonic; matrix	P032107GB	United Kingdom	Granted	'EP1624922
Tissue Regenix Limited	Ultrasonic; matrix	P032107US	USA	Granted	'7,754,232

Tissue Limited	Regenix	Bladder Matrix	P111569AU1	Australia	Granted	'2013200822
Tissue Limited	Regenix	Bladder Matrix	P111569BE	Belgium	Granted	'EP2004250
Tissue Limited	Regenix	Bladder Matrix	P111569CA	Canada	Granted	'2653551
Tissue Limited	Regenix	Bladder Matrix	P111569CH	Switzerland	Granted	'EP2004250
Tissue Limited	Regenix	Bladder Matrix	P111569DE	Germany	Granted	'EP2004250
Tissue Limited	Regenix	Bladder Matrix	P111569ES	Spain	Granted	'EP2004250
Tissue Limited	Regenix	Bladder Matrix	P111569FR	France	Granted	'EP2004250
Tissue Limited	Regenix	Bladder Matrix	P111569GB1	United Kingdom	Granted	'GB2433745
Tissue Limited	Regenix	Bladder Matrix	P111569GB2	United Kingdom	Granted	'GB2440054
Tissue Limited	Regenix	Bladder Matrix	P111569IE	Ireland	Granted	'EP2004250
Tissue Limited	Regenix	Bladder Matrix	P111569IT	Italy	Granted	'502014902305175
Tissue Limited	Regenix	Bladder Matrix	P111569LU	Luxembourg	Granted	'EP2004250
Tissue Limited	Regenix	Bladder Matrix	P111569NL	Netherlands	Granted	'EP2004250
Tissue Limited	Regenix	Bladder Matrix	P111569PL	Poland	Granted	'EP2004250
Tissue Limited	Regenix	Bladder Matrix	P111569SE	Sweden	Granted	'EP2004250
Tissue Limited	Regenix	Bladder Matrix	P111569US	USA	Granted	'8,828,448

Tissue Limited	Regenix	Meniscal Repair	P113847IN	India	Granted	'281192
Tissue Limited	Regenix	Meniscal Repair	P113847IT	Italy	Granted	'502011901999543
Tissue Limited	Regenix	Meniscal Repair	P113847JP	Japan	Granted	'5732197
Tissue Limited	Regenix	Meniscal Repair	P113847NL	Netherlands	Granted	'EP2094325
Tissue Limited	Regenix	Meniscal Repair	P113847PL	Poland	Granted	'EP2094325
Tissue Limited	Regenix	Meniscal Repair	P113847SE	Sweden	Granted	'EP2094325
Tissue Limited	Regenix	Meniscal Repair	P113847TR	Turkey	Granted	'2011 11223
Tissue Limited	Regenix	Meniscal Repair	P113847US	USA	Granted	'8,956,411
Tissue Limited	Regenix	Acellular Arteries (Alpha-Gal Products)	P124293AU	Australia	Granted	'2011309900
Tissue Limited	Regenix	Acellular Arteries (Alpha-Gal Products)	P124293AU1	Australia	Granted	'2014203460
Tissue Limited	Regenix	Acellular Arteries (Alpha-Gal Products)	P124293BE	Belgium	Granted	'EP2621548
Tissue Limited	Regenix	Acellular Arteries (Alpha-Gal Products)	P124293BR	Brazil	Pending	'BR112013005278-3
Tissue Limited	Regenix	Acellular Arteries (Alpha-Gal Products)	P124293CA	Canada	Granted	'2,808,478
Tissue Limited	Regenix	Acellular Arteries (Alpha-Gal Products)	P124293CH	Switzerland	Granted	'EP2621548
Tissue Limited	Regenix	Acellular Arteries (Alpha-Gal Products)	P124293CN	China	Granted	'CN 103124570
Tissue Limited	Regenix	Acellular Arteries (Alpha-Gal Products)	P124293DE	Germany	Granted	'EP2621548

Limited	(Alpha-Gal Products)					
Tissue Limited	Regenix Acellular Arteries (Alpha-Gal Products)	P124293ES	Spain	Granted		'EP2621548
Tissue Limited	Regenix Acellular Arteries (Alpha-Gal Products)	P124293FR	France	Granted		'EP2621548
Tissue Limited	Regenix Acellular Arteries (Alpha-Gal Products)	P124293GB2	United Kingdom	Granted		'EP2621548
Tissue Limited	Regenix Acellular Arteries (Alpha-Gal Products)	P124293HK	Hong Kong	Granted		'HK1185292
Tissue Limited	Regenix Acellular Arteries (Alpha-Gal Products)	P124293IE	Ireland	Granted		'EP2621548
Tissue Limited	Regenix Acellular Arteries (Alpha-Gal Products)	P124293IN	India	Pending		'1399/DELNP/2013
Tissue Limited	Regenix Acellular Arteries (Alpha-Gal Products)	P124293IT	Italy	Granted		'EP2621548
Tissue Limited	Regenix Acellular Arteries (Alpha-Gal Products)	P124293JP	Japan	Granted		'5881711
Tissue Limited	Regenix Acellular Arteries (Alpha-Gal Products)	P124293NL	Netherlands	Granted		'EP2621548
Tissue Limited	Regenix Acellular Arteries (Alpha-Gal Products)	P124293PL	Poland	Granted		'EP2621548
Tissue Limited	Regenix Acellular Arteries (Alpha-Gal Products)	P124293SE	Sweden	Granted		'EP2621548
Tissue Limited	Regenix Acellular Arteries (Alpha-Gal Products)	P124293US	USA	Granted		'9,510,933
Tissue Limited	Regenix Decellularisation of Matrices (SDS)	N/A	Germany	Granted		EP1392372 (DE60231395)

SCHEDULE 5

FORM OF NOTICE OF ASSIGNMENT - INSURANCES

Served by Recorded Delivery or By Hand

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

[Date]

Dear Sirs

Re: *[describe relevant policies]* dated *[date]* between (1) you and (2) *[insert name of Charging Company]*

1. We give notice that, by a debenture (the "**Debenture**") dated *[***]* made between inter alia MidCap Financial Trust (the "**Security Agent**") and ourselves, we have assigned by way of security to the Security Agent all our rights, title and interest from time to time in respect of any sums payable to us pursuant to the Policies (together with any other agreement supplementing or amending the same, the "**Policies**") (other than any sums payable to us under any liability insurance or any directors' and officers' insurance provided under the Policies).
2. We irrevocably authorise and instruct you from time to time:
 - (a) to disclose to the Security Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure) such information relating to the Policies as the Security Agent may from time to time request; and
 - (b) to send copies of all notices and other information given or received under the Policies to the Security Agent.
3. We confirm that we will remain liable under the Policies to perform all the obligations assumed by us under the Policies. We will also remain entitled to exercise all our rights, powers and discretions under the Policies, and you should continue to give notices and make payments under the Policies to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Debenture has become enforceable. In this event, all payments (other than payments under any liability insurance and any directors' and officers' insurance provided under the Policies) under the Policies must be made to the Security Agent or as it directs.
4. This notice may only be revoked or amended with the prior written consent of the Security Agent.
5. Please confirm by completing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us) that you:

- (a) accept the instructions and authorisations contained in this notice and undertake to comply with this notice; and
- (b) have not received notice of the grant of any security or the existence of any other interest of any third party in or to the proceeds of the Policies.

6. This notice is governed by English law.

Yours faithfully

for and on behalf of

[Name of Chargor]

[on copy]

To: MidCap Financial Trust
as Security Agent

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms.

for and on behalf of

[Name of Insurer]

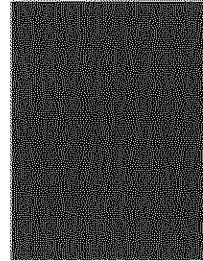
Dated:

EXECUTION PAGE

THE CHARGORS

Executed as a)
Deed by **TISSUE REGENIX GROUP PLC**)
(pursuant to a resolution of its Board)
of Directors) acting by:)

Director



in the presence of:

Signature of witness:

[Redacted signature]

Name of witness:

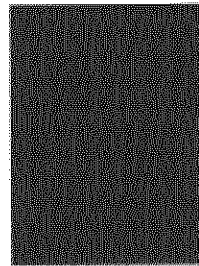
NADER Koudsi

Address of witness:

Squire Patton Boggs (UK) LLP
7 Devonshire Square
London
EC2M 4YH

Executed as a)
Deed by **TISSUE REGENIX LIMITED**)
(pursuant to a resolution of its Board)
of Directors) acting by:)

Director



in the presence of:

Signature of witness:



Name of witness:

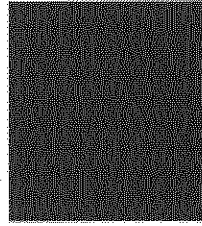
NADER KOUDSI

Address of witness:

Squire Patton Boggs (UK) LLP
7 Devonshire Square
London
EC2M 4YH

Executed as a)
Deed by **TRX WOUND CARE LIMITED**)
(pursuant to a resolution of its Board)
of Directors) acting by:)

Director



in the presence of:

Signature of witness:

[Redacted signature]

Name of witness:

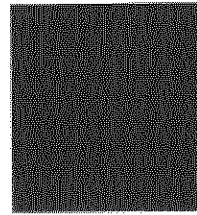
NADER Koudsi

Address of witness:

Squire Patton Boggs (UK) LLP
7 Devonshire Square
London
EC2M 4YH

Executed as a)
Deed by TRX ORTHOPAEDICS LIMITED)
(pursuant to a resolution of its Board)
of Directors) acting by:)

Director



in the presence of:

Signature of witness:



Name of witness:

NADER Koudsi

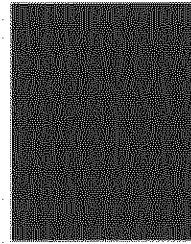
Address of witness:

Squire Patton Boggs (UK) LLP
7 Devonshire Square
London
EC2M 4YH

Executed as a
Deed by **TRX CARDIAC LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
)

Director



In the presence of:

Signature of witness:



Name of witness:

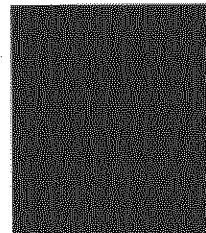
NADER KOUDESI

Address of witness:

Squire Patton Boggs (UK) LLP
7 Devonshire Square
London
EC2M 4YH

Executed as a)
Deed by **TISSUE REGENIX HOLDINGS LIMITED**)
(pursuant to a resolution of its Board)
of Directors) acting by:)

Director



in the presence of:

Signature of witness:

A black rectangular redaction box covering the signature of the witness.

Name of witness:

NADER Koudsi

Address of witness:

Squire Patton Boggs (UK) LLP
7 Devonshire Square
London
EC2M 4YH

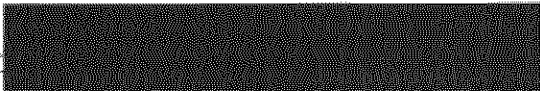
THE SECURITY AGENT

Signed by)
for and on behalf of **MidCap Financial Trust**)

By: Apollo Capital Management, L.P.,)
Its investment manager)

Authorised Signatory

By: Apollo Capital Management GP, LLC,
Its general partner

By: 
Name: 

Title: Authorised Signatory