



Registration of a Charge

Company Name: **ALCUMUS HOLDINGS LIMITED**

Company Number: **06955372**



Received for filing in Electronic Format on the: **27/09/2022**

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Details of Charge

Date of creation: **23/09/2022**

Charge code: **0695 5372 0012**

Persons entitled: **KROLL TRUSTEE SERVICES LIMITED**

Brief description: **NIL**

Contains fixed 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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CYNTHIA GAO OF WEIL, GOTSHAL & MANGES (LONDON) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6955372

Charge code: 0695 5372 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd September 2022 and created by ALCUMUS HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th September 2022 .

Given at Companies House, Cardiff on 29th September 2022

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



Companies House



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

DEED OF HYPOTHEC AND PLEDGE OF SECURITIES

ON THE TWENTY-THIRD (23RD) DAY OF SEPTEMBER TWO THOUSAND TWENTY-TWO (2022).

B E F O R E Mtre **Angelo FEBBRAIO**, the undersigned notary for the Province of Québec, practising at the City of Montréal.

APPEARED:

KROLL TRUSTEE SERVICES LIMITED, a private limited company incorporated in England and Wales and having an office at The News Building, Level 6, 3 London Bridge Street, London, England SE1 9SG with company registration number 10992576, as Security Agent under the Intercreditor Agreement which includes acting as hypothecary representative within the meaning of Article 2692 of the Civil Code for the benefit of the present and future Secured Parties and represented by Vincent CÔTÉ, its authorized representative, duly authorized for the purposes hereof in virtue of a power of attorney dated August 24, 2022, a certified copy, extract or duplicate of which is annexed hereto after having been acknowledged as true and signed for the purpose of identification by the said representative in the presence of the undersigned notary, having a notice of address in the list of addresses included in the Register of Personal and Movable Real Rights under the number 065289;

(hereinafter called the “**Hypothecary Representative**”)

AND:

ALCUMUS HOLDINGS LIMITED, a private limited company incorporated in England and Wales and having an office at Axys House Heol Crochendy, Parc Nantgarw, Cardiff, Wales, CF15 7TW with company registration number 06955372, herein acting and represented by Andrew HODHOD, its authorized representative, duly authorized for the purposes hereof in virtue of a power of attorney, dated September 12, 2022, a certified copy, extract or duplicate of which is annexed hereto after having been acknowledged as true and signed for identification by the said representative with and in the presence of the undersigned notary;

(hereinafter called the “**Grantor**”)

THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

1. INTERPRETATION

1.1. The capitalized words and expressions used in this Deed, or in any deeds supplemental hereto, unless otherwise defined or unless there be something in the subject or the context inconsistent therewith, shall have the meaning ascribed to them in the Intercreditor Agreement, the Senior Facilities Agreement or Schedule “A” hereto (as applicable). In addition, the following words and phrases, wherever used in this Deed or in any deeds supplemental hereto, shall, unless there be something in the context inconsistent therewith, have the following meanings:

1.1.1 “**Canadian Dollars**” or “**Cdn \$**” means the legal currency of Canada;

1.1.2 “**Civil Code**” means the *Civil Code of Québec*, as amended from time to time;

1.1.3 “**Company**” means DRAGON UK BIDCO LIMITED, a private limited company incorporated in England and Wales with company registration number 13892607;

1.1.4 “**Debt Documents**” has the meaning given to that term in the Intercreditor Agreement;

1.1.5 “**Hypothec**” shall have the meaning ascribed to it in Section 4 hereof;

1.1.6 “**Intercreditor Agreement**” means the intercreditor agreement originally dated February 25, 2022, as amended and restated pursuant to an amendment and restatement agreement dated March 14, 2022 and made between, among others, the Parent, the Company, the Debtors (as defined therein) (including the Grantor), the Senior Agent (as defined therein), the Security Agent, the Senior Lenders (as defined therein), Super Senior Lenders (as defined therein) and the Intra-Group Lenders (as defined therein), as amended, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time;

- 1.1.7 “**Parent**” means DRAGON UK MIDCO 2 LIMITED, a private limited company incorporated in England and Wales with company registration number 13892549;
- 1.1.8 “**Secured Obligations**” has the meaning given to that term in the Intercreditor Agreement;
- 1.1.9 “**Secured Party**” has the meaning given to that term in the Intercreditor Agreement;
- 1.1.10 “**Security Agent**” means KROLL TRUSTEE SERVICES LIMITED, in its capacity as security agent under the Intercreditor Agreement for and on behalf of the Secured Parties (as defined therein), and any successor security agent appointed in accordance with the Senior Facilities Agreement and/or the Intercreditor Agreement;
- 1.1.11 “**Securities Collateral**” means the Pledged Securities and the Distributions that are in the form of Pledged Securities;
- 1.1.12 “**Senior Facilities Agreement**” means the senior facilities agreement, originally dated February 23, 2022, as amended and restated pursuant to an amendment and restatement agreement dated February 25, 2022, as further amended and restated pursuant to an amendment and restatement agreement dated March 14, 2022 and an amendment and restatement agreement dated June 29, 2022 among, *inter alios*, the Parent, the Company, certain subsidiaries of the Company (including the Grantor), as Borrowers and/or Guarantors, the financial institutions party thereto from time to time, as Lenders (as defined therein), the Agent (as defined therein) and the Security Agent, as further amended, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time; and
- 1.1.13 “**this Deed**”, “**these presents**”, “**herein**”, “**hereby**”, “**hereof**”, “**hereunder**” and similar expressions mean or refer to this Deed and to any deed, notice or document supplemental or complementary hereto, including any and every deed of hypothec, application for registration, or other instrument or charge which is supplementary or ancillary hereto or in implementation hereof and the expression “**Section**” followed by a number means and refers to the specified section of this Deed.

1.2. Gender

Words importing the singular only shall include the plural and vice-versa; words importing the masculine gender shall include the feminine gender; and words importing individuals shall include firms, partnerships, companies and corporations, and vice versa.

1.3. Headings

The division of this Deed into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

1.4. Delays and calculation of delays

The delays provided hereunder are calculated simultaneously with the delays imposed by law and are not in addition to such delays. In the calculation of any period of delay, the period shall exclude the day from which the period commences and the period shall include the last day thereof.

1.5. Definitions by reference

Any term used herein which is defined by reference to the definition thereof found in the Intercreditor Agreement or the Senior Facilities Agreement (as applicable) shall have the meaning so ascribed to it whether or not the Intercreditor Agreement or the Senior Facilities Agreement (as applicable) is in force.

1.6. Permitted transactions

Notwithstanding anything to the contrary in this Deed, the terms of this Deed shall not (and not be construed to) prohibit any transaction, matter or other step not prohibited by the Debt Documents and the Hypothecary Representative shall, at the Grantor's cost and expense and subject to the provisions of the Intercreditor Agreement, promptly enter into such documentation and/or take such other action as is required by the Grantor (acting reasonably) in order to facilitate any such transaction, matter or other step, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document.

2. APPOINTMENT OF THE HYPOTHECARY REPRESENTATIVE

2.1. Appointment of the Hypothecary Representative

The Grantor hereby appoints by these presents KROLL TRUSTEE SERVICES LIMITED to act as Hypothecary Representative for the present and future Secured Parties, as contemplated by Article 2692 of the Civil Code and as part of its duties as the Security Agent, to take, receive, and hold on behalf of, and for the benefit of, each of the Secured Parties, all rights and hypothecs created hereby as continuing security for the payment of the Secured Obligations, and to exercise any and all powers and rights and to perform any and all duties conferred upon it hereunder. Each Secured Party, by becoming a Secured Party, shall be deemed to have accepted and ratified such appointment, which acceptance and ratification shall also bind the successors and assigns of such Secured Party.

2.2. Acceptance of Appointment

KROLL TRUSTEE SERVICES LIMITED hereby accepts its appointment as Hypothecary Representative and agrees to take, receive and hold the rights and hypothecs created hereby and to exercise any and all powers and rights and to perform any and all duties conferred upon it hereunder, all as provided in this Section 2 and subject to the applicable provisions of the Senior Facilities Agreement and the Intercreditor Agreement.

3. HYPOTHEC

3.1. Hypothec

The Grantor hereby hypothecates and pledges the Charged Property in favour of the Hypothecary Representative, for a principal amount of **ONE BILLION CANADIAN DOLLARS (Cdn \$1,000,000,000.00)**, the whole with interest from the date of this Deed at the rate of Twenty-Five percent (25%) per annum, calculated semi-annually, not in advance.

4. DESCRIPTION OF CHARGED PROPERTY

The property subject to the hypothec and pledge (collectively, the “**Hypothec**”) granted or created pursuant to Section 3 hereof is described in the first column of Schedule "A" hereto.

For purposes of registration of the Deed at the Register of Personal and Movable Real Rights, the French version of the description of

the Charged Property appears in the second column of Schedule "A" hereto.

5. POSSESSION OF PROPERTY

The Hypothec which is granted in this Deed constitutes a pledge of, amongst other Charged Property, the Charged Property which is delivered to or now in possession of the Hypothecary Representative, as well as a pledge of any of the Charged Property which may in the future be delivered to or held by the Hypothecary Representative.

6. SECURED OBLIGATIONS

The Hypothec (as defined hereunder) constituted under this Deed shall secure the payment and performance of the Secured Obligations.

The Grantor shall be deemed to have once again obligated itself to perform any future obligation forming part of the Secured Obligations in accordance with the provisions of Article 2797 of the Civil Code.

7. PROVISIONS APPLICABLE TO THE CHARGED PROPERTY

7.1. Voting Rights; Distributions; etc.

7.1.1 Subject to Section 7.1.2 below, it is agreed that, prior to the occurrence of a Declared Default which has not been withdrawn:

7.1.1.1. the Grantor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Securities Collateral or any part thereof for any purpose provided that the exercise of or, as the case may be, the failure to exercise those rights would not have a material adverse effect on the ability of the Hypothecary Representative to realize the Securities Collateral; and

7.1.1.2. the Grantor shall be entitled to receive and retain, and to utilize free and clear of the Hypothec hereof, any and all Distributions in any manner not prohibited by the Senior Facilities Agreement; provided, however, that any and all such Distributions consisting of rights or interests

in the form of Pledged Securities that are certificated shall be delivered in accordance with the provisions of this Deed to the Hypothecary Representative (or its non-fiduciary agent, mandatary or designee) to hold as Charged Property and shall, if received by the Grantor, be received in trust and as mandatary for the benefit of the Hypothecary Representative until such Charged Property is delivered in accordance with the provisions of this Deed (or its non-fiduciary agent, mandatary or designee) as Charged Property in the same form as so received (with any necessary or reasonably requested endorsement).

7.1.2 Upon written notice to the Grantor following the occurrence of any Declared Default which has not been withdrawn:

7.1.2.1. all rights of the Grantor to exercise the voting and other consensual rights it would otherwise be entitled to exercise pursuant to Section 7.1.1.1 shall cease, and all such rights shall thereupon become vested in the Hypothecary Representative, which shall thereupon have the sole right to exercise (or refrain from exercising) such voting and other consensual rights until the applicable Declared Default is no longer continuing, at which time all such rights automatically shall revert to the Grantor, and in which case the Hypothecary Representative's rights under this Section 7.1.2.1 shall immediately cease to be effective; and

7.1.2.2. all rights of the Grantor to receive Distributions that it would otherwise be authorized to receive and retain pursuant to Section 7.1.1.2 without further action shall cease and all such rights shall thereupon become vested in the Hypothecary Representative, which shall thereupon have the sole right to (i) receive and hold as Charged Property such Distributions and (ii) apply all Distributions, interest and other monies arising from the Pledged Securities in accordance with Clause 10 (Application of Proceeds) of the Intercreditor Agreement) until the applicable Declared Default is no longer continuing, in which case the Hypothecary

Representative's rights under this Section 7.1.2.2 shall immediately cease to be effective.

7.1.3 Following a Declared Default which has not been withdrawn, the Grantor shall, at its sole reasonable cost and expense and upon written request by the Hypothecary Representative, from time to time promptly execute and deliver to the Hypothecary Representative all proxies, dividend payment orders and other appropriate and necessary instruments as the Hypothecary Representative may reasonably request in order to permit the Hypothecary Representative to exercise the voting and other rights which it may be entitled to exercise pursuant to Section 7.1.2.1 and to receive all Distributions which it may be entitled to receive under Section 7.1.2.2. Without limiting the foregoing, the Grantor hereby grants to the Hypothecary Representative an irrevocable proxy to vote all or any part of the Securities Collateral that constitute Charged Property and to exercise all other rights, powers, privileges and remedies to which a holder of the Securities Collateral would be entitled (including giving or withholding written consents of shareholders, partners or members, as the case may be, calling special meetings of shareholders, partners or members, as the case may be, and voting at such meetings), subject to the delivery of any notice required hereunder, which proxy (a) shall be effective, automatically and without the necessity of any action (including any transfer of any Securities Collateral on the record books of the issuer thereof) by any other person (including the issuer of such Securities Collateral or any officer, agent or mandatary thereof) during any period in which the rights under Section 7.1.2.1 hereof are vested in the Hypothecary Representative and (b) shall only terminate upon the date the Grantor is released from its obligations pursuant to Section 10.5 hereof or a termination agreed to by Hypothecary Representative in writing.

7.1.4 All Distributions that are received by the Grantor contrary to the provisions of Section 7.1.2.2 shall be received in trust and as mandatary for the benefit of the Hypothecary Representative and shall promptly be paid over to the Hypothecary Representative as Charged Property in the same form as so received (with any necessary or reasonably requested endorsement).

7.2. Alienation or Hypothecation of Charged Property

Notwithstanding any other provisions in this Deed, prior to the occurrence of a Declared Default which has not been withdrawn, the Hypothecary Representative may not alienate or hypothecate any of the Charged Property as envisaged under Article 2714.6 of the Civil Code.

7.3. Delivery of Charged Property

The Grantor undertakes and agrees to deliver in pledge to the Hypothecary Representative under and subject to this Deed any and all Pledged Securities that it acquires and which is capable of being delivered pursuant hereto including, without limitation, the Pledged Securities which shall be delivered in accordance with the Senior Facilities Agreement.

Upon the occurrence of a Declared Default which has not been withdrawn, the Grantor will: (a) cause all of the Charged Property to be duly transferred to the Hypothecary Representative or its nominee and cause all certificates, if any, representing Charged Property to be re-registered in the Hypothecary Representative's name or in the name of its nominee (unless the Hypothecary Representative has notified the Grantor in writing that it wishes to give up this right) (in both cases, in their capacity as hypothecary creditor), as the case may be; (b) deliver the security certificates referenced in the immediately preceding clause (a) to the Hypothecary Representative; and (c) cause such transfer and re-registration to be duly authorized and recorded on the books of the Pledged Issuer.

The Grantor shall, at its expense, execute, endorse, acknowledge and deliver to the Hypothecary Representative, or as the Hypothecary Representative may direct, all such proxies, stock powers, instruments, control agreements, entitlement orders and other documents and take all such action (including, without limitation, obtaining governmental, corporate or other consents) and do or cause to be done all such other things as the Hypothecary Representative may, from time to time, reasonably request in order to give full effect to this Deed to secure the rights intended to be granted to the Hypothecary Representative hereunder.

The Grantor will (i) in respect of the Initial Pledged Shares as soon as reasonably practicable following the execution and delivery of this Deed and (ii) in respect of any Additional Pledged Shares as soon as reasonably practicable following the issuance of any Additional Pledged Shares after the date of this Deed, have: (a) executed share transfer forms in blank in form satisfactory to the Hypothecary Representative respecting all of the Charged Property;

and (b) delivered security certificates representing all of the Charged Property, all of which will be registered in the name of the Grantor, and the share transfer forms required under this Deed to the Hypothecary Representative.

If the organizational documents of the Pledged Issuer restrict the transfer of the Pledged Shares, then the Grantor shall (or to cause the Pledged Issuer to) deliver to the Hypothecary Representative a certified copy of a resolution of the directors or shareholders of such Pledged Issuer as applicable, consenting to the Hypothec and pledge contemplated herein, including any prospective transfer of any such Pledged Shares by the Hypothecary Representative upon a realization on its Hypothec and pledge.

7.4. No Trading of Charged Property

The Grantor agrees that it shall not trade, sell, substitute, modify, assign, transfer, pledge, encumber, grant a hypothec on, or control over (by control agreement or otherwise) any of the Charged Property, or otherwise dispose of any right, title or interest the Grantor now has or may hereafter acquire in or to the Charged Property, nor will the Grantor agree to do any of the foregoing, except as approved in writing by the Hypothecary Representative (acting on the instructions of the Secured Parties) or as not otherwise prohibited by the Senior Facilities Agreement or the other Finance Documents.

8. EVENTS OF DEFAULT

The Grantor shall be in default hereunder and the Hypothec hereby constituted shall become enforceable upon the occurrence of a Declared Default which has not been withdrawn, without notice or other formality.

Upon the occurrence of a Declared Default which has not been withdrawn and in accordance with the terms of the Senior Facilities Agreement and the Intercreditor Agreement, the Hypothecary Representative may request the immediate payment of all of the Secured Obligations, and the Hypothecary Representative may exercise all of the recourses to which it may be entitled in case of default under applicable law or hereunder, including without limitation its hypothecary rights and those recourses set forth in Section 9.

**9. HYPOTHECARY REPRESENTATIVE'S
RECOURSES UPON A DECLARED DEFAULT**

The Grantor hereby agrees that if the Hypothec becomes enforceable further to the occurrence of a Declared Default which has not been withdrawn:

9.1. Additional Rights

In order to protect or to realize upon the Charged Property, the Hypothecary Representative shall be free, at the Grantor's expense, to do any or all of the following:

9.1.1 perform any of the Grantor's obligations hereunder;

9.1.2 exercise any right attached to the Charged Property; and

9.1.3 acquire the Charged Property.

The Hypothecary Representative shall not be bound to exercise the same hypothecary rights against all of the Charged Property, and may exercise different rights against different types of Charged Property or even against different elements of the Charged Property which form part of the same universality.

9.2. Good Faith

The Hypothecary Representative shall exercise its rights in good faith, in a reasonable manner, taking into account all circumstances, in order to attempt to reduce the obligations of the Grantor to the Hypothecary Representative.

9.3. Relations with the Grantor and Others

The Hypothecary Representative may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Grantor, with other parties and with the Charged Property as the Hypothecary Representative may see fit without diminishing the liability of the Grantor and without prejudice to the Hypothecary Representative's rights pursuant to this Deed.

9.4. Special Provisions - Taking in Payment

If the Hypothecary Representative elects to exercise its right to take in payment and the Grantor requires that the Hypothecary Representative instead sell the Charged Property on which such right is exercised, the Grantor hereby acknowledges that the

Hypothecary Representative shall not be bound to abandon its action in taking in payment unless, prior to the expiry of the time period allocated for surrender, the Hypothecary Representative:

- (a) has been granted security satisfactory to it to ensure that the proceeds of sale of the Charged Property will be sufficient to pay the Secured Obligations in full;
- (b) has been reimbursed for all costs and expenses incurred in connection with this Deed, including all fees of consultants and legal counsel; and
- (c) has been advanced the necessary sums for the sale of the Charged Property.

The Grantor further acknowledges that the Hypothecary Representative alone is entitled to select the type of sale it may wish to conduct or have conducted.

9.5. Sale by the Hypothecary Representative

Where the Hypothecary Representative sells the Charged Property itself, it shall not be required to obtain any prior valuation by a third party. The Hypothecary Representative may elect to sell the Charged Property with legal warranty given by the Grantor or with a complete or partial exclusion of such warranty.

9.6. Application of Proceeds

Subject only to any applicable provisions of the Civil Code which are of public order, all monies collected or received by the Hypothecary Representative pursuant to or in exercise of any right it possesses with respect to Charged Property shall be applied on account of the Secured Obligations in the manner set out in the Intercreditor Agreement, all without prejudice to the liability of the Grantor or the rights of the Hypothecary Representative hereunder, and any surplus shall be accounted for as required by applicable law.

10. GENERAL PROVISIONS

10.1. Additional Security

The Hypothec is hereby created in addition to and not in substitution of or in replacement for any other Security held or which may hereafter be held by the Hypothecary Representative and does not affect the Hypothecary Representative's rights of compensation and set-off.

10.2. Investments

The Hypothecary Representative may, at its entire discretion, invest any monies or instruments received or held by it in pursuance of this Deed or deposit them in a non-interest bearing account without having to comply with any legal provisions concerning the investment of property of others.

10.3. Compensation

Following the occurrence of a Declared Default which has not been withdrawn and provided the Secured Obligations are due and exigible, the Hypothecary Representative may compensate and set-off these obligations with any and all amounts due to it, in its capacity as hypothecary representative for the Secured Parties, by the Grantor, on any account whatsoever, whether such amount be exigible or not, and the Hypothecary Representative shall then be deemed to have exercised such right to compensate and set-off as at the time the decision was taken by it even though the appropriate entries have not yet been made in its records.

10.4. Delays

The Hypothecary Representative may grant delays, take or abandon any security, make compromises, grant quittances and releases and generally deal, at its entire discretion, with any matters related to the Charged Property, the whole without limiting the rights of the Hypothecary Representative and without limiting the liability of the Grantor.

10.5. Continuing Security

The Hypothec shall be continuing security which shall remain in full force and effect notwithstanding the payment, from time to time, of the whole or of any part of the Secured Obligations, and shall remain in full force until the execution and delivery of a release by the Hypothecary Representative, acting in accordance with the provisions of the Senior Facilities Agreement and the Intercreditor Agreement, should any of the Secured Obligations then be outstanding.

10.6. Cumulative Rights

The exercise by the Hypothecary Representative of any of its rights and recourses shall not preclude it from exercising any other right under this Deed, the Senior Facilities Agreement, the Intercreditor Agreement or at law; the rights of the Hypothecary Representative shall be cumulative and not alternative. The non-exercise by the

Hypothecary Representative of one of its rights shall not constitute a waiver of any subsequent exercise of such right. The Hypothecary Representative may exercise its rights under this Deed without any obligation to exercise any right against any other person liable for payment of the Secured Obligations and without having to realize any other security which secures such obligations.

10.7. Irrevocable Mandate

The Grantor hereby appoints the Hypothecary Representative its irrevocable attorney and mandatary, with full powers of substitution, for the purpose of performing any and all acts and executing any and all deeds, transfers, assignments, proxies or other documents which the Hypothecary Representative may deem necessary or useful for the exercise of the rights of the Hypothecary Representative or which the Grantor neglects or refuses to execute or to carry out, which mandate may be exercised by the Hypothecary Representative following the occurrence and during the continuance of a Declared Default or if the Grantor has failed to comply with a further assurance or perfection obligation under this Deed (and any grace period applicable thereto has expired).

10.8. Grantor to Execute Confirmatory Deeds and Additional Documents

In case of any sale under the provisions of this Deed or at law following the occurrence of a Declared Default which is continuing, whether by the Hypothecary Representative or under judicial proceedings, the Grantor agrees that it will execute and deliver to the purchaser on demand any instrument reasonably necessary to confirm to the purchaser the title of the property so sold and, in case of any such sale, the Hypothecary Representative is hereby irrevocably authorized by the Grantor to execute on its behalf and in its name any such confirmatory instrument.

10.9. Performance

In the event the Grantor fails to observe or perform any of its obligations or undertakings under this Deed, the Hypothecary Representative may, following notice to the Grantor, but shall not be obligated to, perform the same and any fee, costs or expenses incurred in so doing shall be forthwith due and payable by the Grantor to the Hypothecary Representative, with interest as provided in the Senior Facilities Agreement, and payment of the same shall be secured by the Hypothec created hereunder.

10.10. Delegation

The Hypothecary Representative may, at its entire discretion, appoint any person or persons for the purpose of exercising any of its rights or actions or for the performance of any of its obligations under or resulting from this Deed at law or in equity; in such case, the Hypothecary Representative may provide such person with any information relating to the Grantor or the Charged Property.

10.11. Waiver

Where the Grantor has taken Charged Property in payment for a hypothecated claim ranking prior to the Hypothec, the Grantor waives its right to take advantage of the provisions of Article 2771 of the Civil Code.

10.12. Liability

The Hypothecary Representative shall not be liable for injuries or damages resulting from its fault, unless such fault is gross or intentional or the result of fraud.

10.13. Successors and Assigns

The rights hereby conferred upon the Hypothecary Representative shall benefit all its respective successors, including any entity resulting from the merger of the Hypothecary Representative with any other person or persons, without the execution or filing of any instruments or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, as well as its permitted assigns. The Hypothecary Representative may assign, transfer and deliver to any transferee any or all of the Secured Obligations or any security or any documents or instruments held by the Hypothecary Representative in respect thereof, in each case to the extent permitted under the Senior Facilities Agreement and the Intercreditor Agreement, provided that no such assignment, transfer or delivery shall release the Grantor from any of the Secured Obligations. Such transferee shall be vested with all powers and rights of the Hypothecary Representative under such security, documents or instruments to the extent of any such assignment, transfer or delivery but the Hypothecary Representative shall retain all rights and powers with respect to any such security documents or instruments not so assigned, transferred or delivered.

10.14. Severance

In the event that any provision of this Deed is declared null and void or is deemed not to have been written, the other provisions of this

Deed shall be severable from such provision and shall continue to have full force and effect.

10.15. Amendments

No amendment may be made to this Deed unless in writing signed by the Grantor and the Hypothecary Representative.

11. NOTICES

All notices, requests, demands or other communications to or upon the respective parties hereto shall be deemed to have been duly given or made to the party to which such notice, request, demand or other communication is required or permitted to be given or made under this Deed, when delivered to such party in accordance with the provisions of the Senior Facilities Agreement.

12. GOVERNING LAW

This Deed shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.

13. CONFLICT

This Deed is executed pursuant to the Senior Facilities Agreement and the Intercreditor Agreement and is subject to the terms thereof. To the extent any representation, warranty, covenant or other representation, warranty or other obligation of the Grantor hereunder is inconsistent with the representations, warranties, covenants or other obligations with respect to the Grantor contained in the Senior Facilities Agreement or the Intercreditor Agreement and to the extent additional representations, warranties, covenants and other obligations are provided in the Senior Facilities Agreement and/or the Intercreditor Agreement with respect to the Grantor, then, to the fullest extent permitted by law, such terms and provisions of the Senior Facilities Agreement or (as applicable) the Intercreditor Agreement shall control and are hereby agreed to the Grantor, save and except in respect of the provisions of this Deed which relate to the creation of the Hypothec, which provisions will prevail over the provisions of the Senior Facilities Agreement and the Intercreditor Agreement.

14. ENGLISH LANGUAGE

In the event of any conflict between any provisions in this Deed in the English language and any provisions in this Deed in the French language, such provisions in the English language shall control.

The parties hereby confirm their express wish that the present Deed and all documents and agreements directly and indirectly related thereto be drawn up in English. Notwithstanding such express wish, the parties agree that any of such documents and agreements or any part thereof or of this Deed may be drawn up in French.

Les parties reconnaissent leur volonté expresse que le présent acte ainsi que tous les documents et conventions qui s'y rattachent directement ou indirectement soient rédigés en langue anglaise. Nonobstant telle volonté expresse, les parties conviennent que n'importe quel desdits documents et conventions ou toute partie de ceux-ci ou de cet acte puissent être rédigés en français.

15. SCHEDULES

SCHEDULE "A" DESCRIPTION OF THE CHARGED PROPERTY

1. Description of the Charged Property

<u>1. English Description</u>	<u>2. French Description</u>
The Pledged Securities now or hereafter held or owned by the Grantor, together with all renewals, substitutions and additions of or to the Pledged Securities and other property received or issued pursuant to any transformation of the Pledged Securities, along with all interest, dividends, income and other Distributions (whether in cash or otherwise) derived and all rights, proceeds, fruits and revenues arising therefrom (collectively, the “ Charged Property ”).	Les Valeurs mobilières gagées actuellement ou ultérieurement détenues par le Constituant ou dont le Constituant est actuellement ou ultérieurement le propriétaire, ainsi que tous les renouvellements, substitutions et ajouts de ou aux Valeurs mobilières gagées et autres biens reçus ou émis en vertu de toute transformation des Valeurs mobilières gagées, ainsi que tous les intérêts, dividendes, revenus et autres Distributions (que ce soit en argent ou autrement) dérivés de ce qui précède et tous les droits, produits, fruits et revenus qui en découlent (collectivement, les « Biens grevés »).

<p>The following words and phrases shall have the following meanings:</p>	<p>Les mots et expressions suivants ont la signification suivante :</p>
<p>“Pledged Shares” means, collectively, the Initial Pledged Shares and the Additional Pledged Shares;</p>	<p>« Actions gagées » désigne, collectivement, les Actions gagées initiales et les Actions gagées additionnelles;</p>
<p>“Additional Pledged Shares” means, collectively, with respect to the Grantor, all options, warrants, additional shares or other Equity Interests of whatever class of the Pledged Issuer, together with all rights, privileges, authority and powers of the Grantor relating to such interests issued by the Pledged Issuer or under any constitutional document of the Pledged Issuer, and the certificates, instruments and agreements representing such interests, from time to time acquired by the Grantor in any manner;</p>	<p>« Actions gagées additionnelles » désigne, collectivement, à l’égard du Constituant, toutes les options, tous les bons de souscription, toutes les actions additionnelles ou autres Participations de quelque catégorie que ce soit de l’Émetteur, ainsi que tous les droits, privilèges, autorités et pouvoirs du Constituant relatifs à ces participations émises par l’Émetteur ou en vertu de tout document constitutif de l’Émetteur, et les certificats, instruments et conventions représentant ces participations, de temps à autre acquis par le Constituant de quelque manière que ce soit;</p>
<p>“Initial Pledged Shares” means, collectively, with respect to the Grantor, the issued and outstanding shares of the Pledged Issuer owned by the Grantor on the date hereof, including, without limitation, those described in paragraph 2(i) of this <u>Schedule "A"</u>, together with all rights, privileges, authority and powers of the Grantor relating to such interests in the Pledged Issuer or under any constitutional document of the Pledged Issuer, and the certificates, instruments and</p>	<p>« Actions gagées initiales » désigne, collectivement, à l’égard du Constituant, les actions émises et en circulation de l’Émetteur dont le Constituant est propriétaire à la date des présentes, y compris, notamment, celles décrites au paragraphe 2(ii) de la présente Annexe « A », ainsi que tous les droits, privilèges, autorités et pouvoirs du Constituant relatifs à ces participations dans l’Émetteur ou en vertu de tout document constitutif de l’Émetteur, et les certificats,</p>

agreements representing such shares;	instruments et conventions représentant ces actions;
<p>“Grantor” means ALCUMUS HOLDING LIMITED, a private limited company incorporated in England and Wales with company registration number 06955372;</p>	<p>« Constituant » désigne ALCUMUS HOLDING LIMITED, une compagnie privée limitée incorporée en Angleterre et au pays de Galle avec le numéro d’entreprise 06955372;</p>
<p>“Distributions” means, collectively, with respect to the Grantor, all dividends, cash, options, warrants, rights, instruments, distributions, returns of capital or principal, income, interest, profits and other property, interests (debt or equity), proceeds or other income paid or payable, including as a result of a split, revision, reclassification or other like change of the Pledged Securities, from time to time received, receivable or otherwise distributed to the Grantor in respect of or in exchange for any or all of the Pledged Securities;</p>	<p>« Distributions » désigne, collectivement, à l’égard du Constituant, tous les dividendes, l’argent, les options, les bons de souscription, les droits, les instruments, les distributions, les remboursements de capital ou de principal, les revenus, les intérêts, les bénéfices et autres biens, les intérêts (dette ou capitaux propres), les produits ou autres revenus payés ou payables, y compris à la suite d’une division, d’une révision, d’un reclassement ou d’un autre changement similaire des Valeurs mobilières gagées, de temps à autre reçus, recevables ou autrement distribués au Constituant à l’égard de ou en échange de tout ou une partie des Valeurs mobilières gagées;</p>
<p>“Pledged Issuer” means SERVICE D’INTERVENTION SUR MESURE INC., a corporation amalgamated and existing under the laws of the Province of Québec with Québec enterprise number 1177760338, and includes its successors by amalgamation,</p>	<p>« Émetteur » désigne SERVICE D’INTERVENTION SUR MESURE INC., une société fusionnée et existante en vertu des lois de la province du Québec avec le numéro d’entreprise du Québec 1177760338, et comprend ses successeurs par fusion,</p>

arrangement or other reorganization;	arrangement ou autre réorganisation;
<p>“Equity Interest” means, with respect to any person, any and all shares, interests, participations or other equivalents, including membership interests, (however designated, whether voting or nonvoting), of equity of such person, including warrants, options and other rights to purchase and including, if such person is a limited liability company, membership interests or if such person is a partnership, partnership interests (whether general or limited) and any other interest or participation that confers on a person the right to receive a share of the profits and losses of, or distributions of property of, such partnership, whether outstanding on the date hereof or issued after the date hereof, but excluding debt securities convertible or exchangeable into such equity;</p>	<p>« Participations » désigne, à l’égard d’une personne, l’ensemble des actions, participations, titres de participation ou autres équivalents, y compris les parts sociales (quelle que soit leur désignation, avec ou sans droit de vote), du capital de cette personne, y compris les bons de souscription, les options et autres droits d’achat et notamment, si cette personne est une société à responsabilité limitée, les parts sociales ou, si cette personne est une société de personnes, les participations dans des sociétés de personnes (qu’elles soient en nom collectif ou en commandite) et tout autre intérêt ou participation qui confère à une personne le droit de recevoir une part des bénéfices et des pertes, ou des distributions de biens, de cette société de personnes, qu’ils soient en circulation à la date des présentes ou émis après la date des présentes, mais à l’exclusion des titres de créance convertibles ou échangeables en ce capital;</p>
<p>“Successor Interests” means, collectively, with respect to the Grantor, all shares of each class of shares of the successor corporation or interests or certificates of the successor limited liability company, partnership or other entity owned by the Grantor (unless such successor is the Grantor itself) from time to time formed</p>	<p>« Participations dans les successeurs » désigne, collectivement, à l’égard du Constituant, toutes les actions de chaque catégorie d’action de la société successeure ou les participations ou certificats de la société à responsabilité limitée, de la société de personnes ou de toute autre entité successeure dont le</p>

by or resulting from any consolidation, amalgamation, arrangement or other reorganization of the Pledged Issuer; and	Constituant est propriétaire (à moins que ce successeur soit le Constituant lui-même) de temps à autre formée par ou résultant de toute consolidation, fusion, arrangement ou autre réorganisation de l'Émetteur; et
“Pledged Securities” means, collectively, the Pledged Shares and the Successor Interests;	« Valeurs mobilières gagées » désigne, collectivement, les Actions gagées et les Participations dans les successeurs.

2. Description of the Initial Pledged Shares

(i) English Description

ISSUER	NUMBER AND CLASS OF SHARES OR INTERESTS	PAR VALUE	CERTIFICATE NO(S).	PERCENTAGE OF ALL ISSUED CAPITAL OR OTHER EQUITY INTERESTS OF ISSUER
SERVICE D'INTERVENTION SUR MESURE INC.	100 Class A Common Shares	N/A	2	100%

(ii) French Description

ÉMETTEUR	NOMBRE ET CLASSE D' ACTIONS OU DE PARTICIPATIONS	VALEUR NOMINALE	NUMÉRO(S) DE CERTIFICAT	POURCENTAGE DE TOUT LE CAPITAL ÉMIS OU AUTRES PARTICIPATIONS DE L'ÉMETTEUR
SERVICE D'INTERVENTION SUR MESURE INC.	100 actions ordinaires de classe A	N/A	2	100%

WHEREOF ACTE, done and passed at the City of Montréal, Province of Québec, on the date hereinabove first mentioned and remaining of records in the office of the undersigned notary under minute number SIX THOUSAND NINETEEN (6019).

AND AFTER all parties have declared to the undersigned Notary that they had taken cognizance of the present Deed, that they had exempted the said Notary from reading same or causing same to be read and that they accept the use of technologies to execute these presents as authorized by Order 2022-4841 of the Minister of Justice dated the twenty-fourth day of August Two thousand twenty-two (24 August 2022), they identified and acknowledged as true and recognized all the information inscribed on the annexes thereof and signed remotely in the presence of the undersigned Notary.

**KROLL TRUSTEE SERVICES
LIMITED**

Vincent CÔTÉ

Signed with ConsignO Cloud on 2022/09/23
To validate, go to cnq.org/validate



Per:

Name: Vincent CÔTÉ

Title: Authorized Representative

ALCUMUS HOLDINGS LIMITED

Andrew HODHOD

Signed with ConsignO Cloud on 2022/09/23
To validate, go to cnq.org/validate



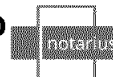
Per:

Name: Andrew HODHOD

Title: Authorized Representative

Angelo Febbraio

Signé avec CertifiO le 2022/09/23
Pour valider, aller à cnq.org/valider



Mtre Angelo FEBBRAIO, Notary