



Registration of a Charge

Company Name: **METIS BIDCO LIMITED**

Company Number: **07652466**



Received for filing in Electronic Format on the: **24/10/2022**

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Details of Charge

Date of creation: **21/10/2022**

Charge code: **0765 2466 0011**

Persons entitled: **DEUTSCHE BANK AG, LONDON BRANCH (AS SECURITY AGENT)**

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

Certified by: **JORDAN BAUM OF WEIL, GOTSHAL & MANGES (LONDON) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7652466

Charge code: 0765 2466 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st October 2022 and created by METIS BIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th October 2022 .

Given at Companies House, Cardiff on 26th October 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**

21 October 2022

METIS BIDCO LIMITED
(as the Chargor)

and

DEUTSCHE BANK AG, LONDON BRANCH
(as the Security Agent)

and

**LOWELL RECEIVABLES FINANCING 3
LIMITED**
(as Borrower)

BORROWER SHARE PLEDGE

LATHAM & WATKINS

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THIS BORROWER SHARE PLEDGE (this “**Deed**”) is made as a deed and delivered on 21 October 2022

BETWEEN:

- (1) **METIS BIDCO LIMITED**, a private limited liability company incorporated under the laws of England and Wales with registered number 07652466 having its registered office at Ellington House 9 Savannah Way, Leeds Valley Park, Leeds, West Yorkshire, LS10 1AB (the “**Chargor**”);
- (2) **DEUTSCHE BANK AG, LONDON BRANCH**, a company incorporated under the Laws of Germany acting through its London Branch at Winchester House, 1 Great Winchester Street, London EC2N 2DB as Security Agent for the Secured Creditors (acting pursuant to the provisions of, and with the benefit of the protections set out in the Master Framework Agreement and the Security Documents) (the “**Security Agent**”); and
- (3) **LOWELL RECEIVABLES FINANCING 3 LIMITED**, a private limited company incorporated and registered in England with company number 13849615 and having its registered office at 10th Floor, 5 Churchill Place, London, United Kingdom, E14 5HU (the “**Borrower**”),

(each a “**Party**” and together, the “**Parties**”).

BACKGROUND:

- (A) On the Signing Date, the Borrower shall enter into a senior facility agreement with, amongst others, the Security Agent and the Senior Lender (the “**Senior Facility Agreement**”) and a junior facility agreement with, amongst others, the Security Agent and the Junior Lender (the “**Junior Facility Agreement**”).
- (B) The Chargor enters into this Deed in connection with the Senior Facility Agreement and the Junior Facility Agreement.
- (C) The Security Agent has agreed to hold the benefit of the Security on trust for the benefit of the Secured Creditors subject to the terms and conditions of this Deed from the Signing Date.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- (a) The definitions set out in clause 1 (*Definitions*) of the master framework agreement signed by, amongst others, the Chargor and the Security Agent (the “**Parties**”) and dated the Signing Date (as the same may be amended, varied, restated or supplemented from time to time pursuant to the terms of the Transaction Documents) (the “**Master Framework Agreement**”) are expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Framework Agreement shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed, including the Recitals hereto and this Deed shall be construed in accordance with the interpretation provisions set out in clause 2 (*Interpretation and Construction*) of the Master Framework Agreement.
- (b) In this Deed:

“Act” means the Law of Property Act 1925.

“Receiver” means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets.

“Security Asset” means each asset of the Chargor which is, or is intended to be, subject to any security created by this Deed.

“Security Period” means the period beginning on the date of this Deed and ending on the Final Discharge Date.

“Shares” means all (i) stocks and shares of any kind owned by the Chargor in the Borrower including the shares specified in Schedule 1 (*Shares*); and (ii) stocks and shares of any kind issued by the Borrower at any time after the execution of this Deed.

“Share Related Rights” means any:

- (a) dividend, interest or other distribution paid or payable in relation to any Shares, together with all other allotments, accretions, rights, benefits and advantages of all kinds accruing to, offered or otherwise derived therefrom or incidental thereto; and
- (b) right, money or property accruing, issued, paid or offered at any time in relation to any Shares by way of redemption, substitution, exchange, conversion, purchase, bonus, consolidation, subdivision, warrant, preference, under option rights or otherwise.

1.2 Common Terms

The Common Terms shall be expressly and specifically incorporated into this Deed, as though they were set out in full in this Deed. In the event of any conflict between the provisions of this Deed and the Common Terms, other than clause 16 (*Non-Petition and Limited Recourse*) of the Master Framework Agreement (“NP-LR Clause”), the provisions of this Deed shall prevail. In the event of any conflict between the provisions of this Deed and the NP-LR Clause, the NP-LR Clause shall prevail.

1.3 Security Agent

The provisions of clause 3 (*The Security Agent*) and clause 18.3 (*Changes to the Security Agent*) of the Master Framework Agreement shall apply, *mutatis mutandis*, to this Deed as if set out in full herein. Such provisions survive the termination of this Deed.

1.4 Agent

The provisions of clause 4 (*The Agent*) and clause 18.2 (*Changes to the Agent*) of the Master Framework Agreement shall apply to this Deed as if set out in full herein. Such provisions survive the termination of this Deed.

1.5 This Deed

This Deed is the Borrower Share Pledge referred to in the Master Framework Agreement.

2. COVENANT TO PAY

The Chargor covenants with, and undertakes to, the Security Agent (for its own account and on trust for the benefit of the Secured Creditors) that it shall duly and punctually pay and discharge the Secured Obligations in the manner provided for in the Transaction Documents provided that the liability of the Chargor under this Deed shall be limited to, and shall not exceed, in

aggregate, the Security Assets owned by it and (without double counting) any proceeds of the sale of the Security Assets owned by it.

3. CREATION OF SECURITY

3.1 General

- (a) All the security created under this Deed:
 - (i) is created in favour of the Security Agent on behalf of the Secured Creditors;
 - (ii) is security for the payment, discharge and performance of all the Secured Obligations; and
 - (iii) is made with full title guarantee in accordance with the Law of Property (*Miscellaneous Provisions*) Act 1994.
- (b) The Security Agent holds the benefit of this Deed, and the Security created under it, on trust for the Secured Creditors.

3.2 Shares

The Chargor charges by way of a first fixed charge, all of its rights, title, interest and benefit, present and future, in, to and in respect of:

- (a) all the Shares; and
- (b) all Share Related Rights.

3.3 Further Acquired Rights

For the avoidance of doubt, it is hereby confirmed that the Security created under or pursuant to this Clause 3 (*Creation of Security*) is intended to be specific and fixed charges over the property and assets to which they relate, both present and future, including property and assets which are acquired after the date hereof.

4. COVENANTS

4.1 Appointment of administrator

Promptly on receipt of notice of the same the Chargor shall supply to the Security Agent full details of:

- (a) any application to the court for an administration order under paragraph 10 of Schedule B1 of the Insolvency Act made in respect of the Chargor; and
- (b) (without prejudice to paragraph 12(2) of Schedule B1 to the Insolvency Act) any actual or proposed appointment of an administrator by the holder of a qualifying floating charge (within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act) or (without prejudice to paragraph 26(1) of Schedule B1 to the Insolvency Act) by the Chargor or its directors.

4.2 Information required by the Security Agent

The Chargor shall promptly upon request give the Security Agent such information and evidence (and in such form) as the Security Agent shall reasonably require for the purpose of

the discharge of the duties, trusts, powers, authorities and discretions vested in it under this Deed or other Transaction Documents or by operation of law.

4.3 Maintenance of Security

The Chargor shall not permit the priority of the Security created under this Deed to be amended, invalidated, rendered ineffective, terminated, postponed or discharged, or consent to any variation thereof, or exercise any powers of consent or waiver in relation thereto, or permit any party to any of the Transaction Documents or any other person whose obligations form part of such Security to be released from such obligations, or dispose of any part of such Security Interests, save to the extent permitted by the Transaction Documents or with the prior written consent of the Security Agent (acting on the instructions of the Agent, itself acting on the instructions of the Majority Senior Lenders).

4.4 Enforcement of rights

The Chargor shall enforce any rights and institute, continue or defend any proceedings relating to any of the Security Assets which the Security Agent may from time to time reasonably require, at the Chargor's cost.

5. RESTRICTIONS ON DEALINGS

The Chargor must not:

- (a) create, agree to create or permit to subsist any Security on, over any part of or with respect to any Security Asset, except for this Security; or
- (b) sell, transfer, assign, lend, licence, lease, part with its interest in or otherwise dispose of, or agree to dispose of, all or any part of its right, title, or interest in or to any Security Asset, or permit the same to occur, or agree to do any of the foregoing,

except as expressly allowed under the Transaction Documents.

6. REPRESENTATIONS

6.1 Representations

The Chargor makes the representations and warranties set out in this Clause 6 (*Representations*) to the Security Agent.

6.2 Status

It is a private limited liability company, duly incorporated and validly existing under the law of its jurisdiction of incorporation.

6.3 Binding obligations

Subject to the Legal Reservations, the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations.

6.4 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not conflict with:

- (a) any law or regulation applicable to it;

- (b) its constitutional documents;
- (c) any negative pledge or other limitation on it or the power of its directors whether such limitation is imposed by or contained in any document which contains or established its constitution or in any law, order or judgment to which it is subject or any agreement or instrument by which it or any of its assets are bound or affected; or
- (d) any agreement or instrument binding on it or any of its assets.

6.5 Power and authority

- (a) It has the power to enter into and perform, and has taken all necessary action to authorise its entry into and performance of, this Deed and the transactions contemplated by this Deed.
- (b) No limit on its powers will be exceeded as a result of the granting of security or giving of indemnities contemplated by this Deed.

6.6 Validity and admissibility in evidence

- (a) All Authorisations required or desirable:
 - (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed;
 - (ii) to ensure that the obligations expressed to be assumed by it in this Deed are legal, valid and binding; and
 - (iii) to make this Deed admissible in evidence in its Relevant Jurisdictions,have been obtained or effected and are in full force and effect.
- (b) All Authorisations necessary for the conduct of the business, trade and ordinary activities of the Chargor have been obtained or effected and are in full force and effect if failure to obtain or effect those Authorisations has or is reasonably likely to have a Material Adverse Effect.

6.7 No filing or stamp taxes

Under the laws of England and Wales it is not necessary that this Deed be registered, filed, recorded, notarised or enrolled with any court or other authority or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to this Deed or the transactions contemplated by this Deed except registration of particulars of this Deed with the Registrar of Companies under the Companies Act 2006 and payment of associated fees, which registrations, filings and fees will be made and paid promptly after the date of this Deed.

6.8 Nature of security

This Deed creates the Security it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise.

6.9 No prejudicial action

The Chargor has taken no action or steps to prejudice its right, title, or interest in, to or in respect of any Security Assets.

6.10 The Security

Subject to perfection, the Security expressed to be created by this Deed over the Security Assets constitute a valid and effective first priority fixed charge over such Security Assets.

6.11 Shares

- (a) The Shares are duly authorised, validly issued and fully paid and are not subject to any option to purchase or similar right.
- (b) The Shares represent the whole of the issued share capital of the Borrower.
- (c) The Chargor is the sole legal and the sole beneficial owner of the Shares.
- (d) The Shares are free of any Security (except for those created by or pursuant to the Transaction Documents), restrictions, conditions or rights of pre-emption and any other rights or interests in favour of third parties.
- (e) There is no prohibition on granting Security over the Shares (except pursuant to this Deed).

6.12 Centre of main interests

Its centre of main interests is in England and it does not have an establishment other than in England.

6.13 PSC Regime

No notice, warning notice or restrictions notice under Sections 790D or 790E of the Companies Act 2006 has been served or is in force relating to all or any part of the Shares.

6.14 Immunity

- (a) The execution by it of this Deed constitutes, and the exercise by it of its rights and performance of its obligations under this Deed will constitute, private and commercial acts performed for private and commercial purposes.
- (b) It will not be entitled to claim immunity from suit, execution, attachment or other legal proceedings.

6.15 Times for making representations

- (a) The representations and warranties set out in this Deed (including in this Clause 6 (*Representations*)) are made by the Chargor on the date of this Deed, the Closing Date, the date of each Utilisation Request, each Funding Date, each Payment Date and on the first day of each Interest Period.
- (b) The representations and warranties set out in this Deed are deemed to be made by the Chargor by reference to the facts and circumstances then existing, on the Signing Date, the Closing Date the date of each Utilisation Request, each Funding Date, each Payment Date and on the first day of each Interest Period.

7. SHARES

7.1 Deposit

- (a) The Chargor must immediately on execution of this Deed in the case of the Shares listed in Schedule 1, and promptly and in any event within one Business Days of issue of any

further Shares or other Security Assets, deposit with the Security Agent (or other person nominated by the Security Agent):

- (i) all certificates and other documents of title or evidence of ownership in relation to the Security Assets; and
 - (ii) share transfer forms in respect of such Shares duly executed by the Chargor undated (with the name of the transferee and the consideration left blank) in such form as the Security Agent may request, together with such other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner or otherwise obtain a legal title to any Security Assets.
- (b) The Security Agent may retain any document delivered to it under this Clause 7.1 (*Deposit*) or otherwise until the Security created under this Deed is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the Chargor require that a replacement of the document be created and delivered to it or the original document be redelivered to it and the Chargor shall promptly comply (or procure compliance with) such notice.

7.2 Changes to rights

The Chargor must not take any action or allow the taking of any action on its behalf which may result in the rights attaching to any Security Assets being altered or further shares in the Borrower being issued.

7.3 Calls

The Chargor must pay all calls and other payments due and payable in respect of any Security Assets.

7.4 Other obligations in respect of Security Assets

- (a) The Chargor must promptly copy to the Security Agent and comply with all requests for information which is within its knowledge and which are made under any law or regulation or by any listing or other authority or any similar provision contained in any articles of association or other constitutional document relating to any Security Assets.
- (b) The Chargor must comply with all other conditions and obligations assumed by it in respect of any Security Assets.
- (c) The Security Agent is not obliged to:
 - (i) perform any obligation of the Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,in respect of any Security Assets.

7.5 Voting rights and dividends

- (a) Before this Security becomes enforceable the Chargor may continue to exercise (or refrain from exercising) the voting rights and any other rights or powers in respect of the Security Assets provided that any exercise of rights does not adversely affect the value of the Shares, the existence, validity or enforceability of the Security over the Shares, cause a Default to occur or otherwise prejudice the interests of the Secured Creditors.
- (b) Before this Security becomes enforceable if the voting rights or other rights or powers are exercisable by the Security Agent or its nominee, the Security Agent (or its nominee) must exercise (or refrain from exercising) them as the Chargor may direct in writing subject to the proviso to Clause 7.5(a) above. The Security Agent (or that nominee) will execute any form of proxy or other document which the Chargor may reasonably require for this purpose.
- (c) Before this Security becomes enforceable all dividends, distributions or other income paid or payable in relation to any Security Assets must be paid directly to the Chargor.
- (d) Before this Security becomes enforceable, the Chargor must use its reasonable endeavours to forward promptly to the Security Agent all material notices, correspondence and other communication it receives in relation to the Security Assets.
- (e) The Chargor must indemnify the Security Agent against any costs, losses, claims, expenses, liabilities, proceedings and charges (including, without limitation, any amounts in respect of Irrecoverable VAT in relation thereto) or damages (a "Loss") incurred by the Security Agent as a consequence of the Security Agent acting (or refraining from acting) in respect of any Security Assets as directed by the Chargor.
- (f) Subject to paragraph (h) below, after this Security has become enforceable:
 - (i) the Security Agent may exercise (or refrain from exercising), in the name of the Chargor and without any further consent or authority on the part of the Chargor, any voting rights and any other rights or powers (including sale of the Shares and Share Related Rights) which may be exercised by the legal or beneficial owner of any Security Asset, any person who is the holder of any Security Asset or otherwise;
 - (ii) the Chargor shall comply or procure the compliance with any directions of the Security Agent or any Receiver in respect of the exercise of those rights and shall promptly execute and/or deliver to the Security Agent or any Receiver such forms of proxy as it requires with a view to enabling such person as it selects to exercise those rights; and
 - (iii) if any Security Assets remain registered in the name of the Chargor, the Chargor shall transfer the Security Assets to the Security Agent if the Security Agent directs (or to such other party as the Security Agent may direct) such that the Security Agent or such other party may exercise the voting rights and other rights or powers in respect of the Security Assets.
- (g) If any Security Asset remains registered in the name of the Chargor, the Chargor irrevocably appoints the Security Agent or its nominee as its proxy to exercise all voting rights in respect of those Security Assets at any time after this Security has become enforceable.
- (h) If the exercise of rights by the Security Agent under paragraph (f) above gives rise to a notifiable acquisition under section 6 of the National Security and Investment Act 2021 ("NSIA"), the Security Agent shall be instructed by the Agent (acting on the

instructions of the Instructing Party to not exercise those rights until it has been notified in writing that the necessary approvals under section 13(2) of the NSIA, and the exercise of those rights will not breach the terms of a final order, if any, made under section 26(3) of the NSIA. For the avoidance of doubt, this paragraph (h) is for the benefit of the Security Agent only.

- (i) After this Security has become enforceable, the Chargor shall hold any cash dividend, distributions and other monies deriving from the Shares received by it on trust for the Secured Creditors and transfer or pay the same immediately to the Security Agent or as it may direct.
- (j) If the Shares are held in the name of a nominee of the Chargor, the Chargor shall promptly upon request by the Security Agent deliver to it an irrevocable power of attorney, expressed to be given by way of security and executed as a deed by that nominee. That power of attorney shall appoint the Security Agent, each Receiver and each Delegate, as the attorney of the holder and shall be in such form as the Security Agent requires.

7.6 Changes to its Constitutional Documents

The Chargor shall ensure that the Borrower does not, without the prior written consent of the Security Agent, amend the provisions of its memorandum or articles of association other than as permitted by the Transaction Documents.

8. ENFORCEMENT BY THE SECURITY AGENT

- (a) Subject to paragraph (c) below, the Security Agent will not, and will not be bound to, take any steps, institute any proceedings, exercise its rights and/or to take any other action under or in connection with the Security Assets or this Deed (including, without limitation, enforcing the Security and/or lodging an appeal in any proceedings) unless the Security Agent is directed to do so by the Agent (acting on the instructions of the Instructing Party), provided that the Security Agent may at all times, whether or not so directed, take such action in respect of any right, power or discretion which is personal to the Security Agent or is to preserve or protect the Security Agent's position or is of a purely administrative nature.
- (b) Upon being directed in accordance with paragraph (a) above, the Security Agent may take the relevant action(s) in the manner instructed by the Agent provided that the Security Agent has been indemnified and/or secured and/or pre-funded to its satisfaction and, for this purpose, the Security Agent may demand, prior to taking any such action, that it be indemnified and/or secured and/or there be paid to it in advance such sums as it considers (without prejudice to any further demand) shall be sufficient so to indemnify and/or secure and/ or prefund it and the Security Agent shall not be bound to so agree if any such action(s) have the effect of: (i) changing, increasing or adding to the obligations or duties of the Security Agent; or (ii) removing or amending any protection or indemnity afforded to, or any other provision in favour of, the Security Agent under the Transaction Documents.
- (c) The Security Agent shall not be liable to any Secured Creditor or to the Borrower for any action it may take or refrain from taking in accordance with any instructions received pursuant to paragraph (a) above. The Security Agent shall be entitled to seek clarification from the Agent with regard to such instructions and may in its discretion elect not to act pending receipt of such clarification to its satisfaction from the Agent.
- (d) In acting or refraining from acting in accordance with the provisions of this Clause 8 (*Enforcement by the Security Agent*), the Security Agent shall assume that unless it has

received written notice of revocation, that any instructions or directions given by the Agent have not been revoked and no revocation of any such instruction by the Agent shall affect any action taken by the Security Agent in reliance upon such instructions or direction prior to written receipt of the notice of revocation.

- (e) The Parties acknowledge and agree that the circumstances in which the Agent may or shall deliver a notice directing the Security Agent to enforce the Security created under the Borrower Share Pledge are set out in clause 17.2(c) (*Acceleration*) of the Senior Facility Agreement.

9. ENFORCEMENT OF SECURITY

9.1 General

- (a) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

9.2 When Security becomes enforceable

This Security will become immediately enforceable upon the occurrence of any of the following:

- (a) the service of an Enforcement Notice; or
- (b) if the Senior Loans and the Junior Loans have been fully repaid, subject to Clause 2 (*Covenant to pay*), upon failure by the Borrower to pay any other Secured Obligations on its due date (subject to any applicable grace period).

9.3 No liability as mortgagee in possession

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

9.4 Privileges

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

9.5 Power of sale

- (a) The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after the Security has become enforceable.
- (b) The statutory powers of sale and the other powers conferred on the Security Agent by Section 101(1) and (2) of the Act are extended so as to authorise the Security Agent (upon such terms as the Security Agent may think fit and in accordance with the terms of this Deed) to:
 - (i) make demand on behalf of the other Secured Creditors or in its own right for any moneys and liabilities in respect of the Security Assets; and

- (ii) do all or any of the things or exercise all or any of the powers referred to in Clause 11 (*Powers of Receiver*) as if each of them was expressly conferred on the Security Agent by this Deed.

9.6 Protection of third parties

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

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

9.7 Redemption of prior mortgages

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

9.8 Contingencies

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

9.9 Financial collateral

- (a) To the extent that the Security Assets constitute “financial collateral” and this Deed and the obligations of the Chargor under this Deed constitute a “security financial collateral arrangement” (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Security Agent may after this Security has become enforceable appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (b) Where the Security Agent appropriates any financial collateral:
 - (i) if it is cash, its value will be the amount standing to the credit of the relevant account on the date of appropriation plus any accrued but uncredited interest;

- (ii) if it is listed or traded on a recognised exchange, its value will be the amount for which it could have been sold on the exchange on the date of appropriation; and
- (iii) in any other case, its value will be the amount that the Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it,

and each Finance Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

10. RECEIVER

10.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may from time to time appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) the Security granted hereunder has become enforceable as provided in Clause 8.2 (*When Security becomes enforceable*); or
 - (ii) the Chargor so requests the Security Agent in writing at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986.

10.2 Removal

The Security Agent may by writing under its hand remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

10.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and any maximum rate imposed by law (including under section 109(6) of the Act) will not apply.

10.4 Agent of the Chargor

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

10.5 Relationship with Security Agent

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

11. POWERS OF RECEIVER

11.1 General

- (a) A Receiver has all the rights, powers and discretions set out below in this Clause 11.1 in addition to those conferred on it by any law. This includes all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

11.2 Possession

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

11.3 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which it thinks fit.
- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which it thinks fit.

11.4 Receipts

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

11.5 Delegation

A Receiver may delegate its powers in accordance with this Deed.

11.6 Other powers

A Receiver may:

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

12. APPLICATION OF PROCEEDS

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or any part of this Security will be held by the Security Agent and applied as Available Receipts in accordance with the Post-Enforcement Priority of Payments.

13. EXPENSES AND INDEMNITY

The Chargor must:

- (a) immediately on demand, pay to each Secured Creditor the amount of all costs and expenses (including legal fees) incurred by that Secured Creditor in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise; and
- (b) keep each Secured Creditor indemnified against any failure or delay in paying those costs or expenses.

14. DELEGATION

14.1 Power of Attorney

The Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed.

14.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Security Agent or any Receiver may think fit.

14.3 Liability

Neither the Security Agent nor any Receiver will be in any way liable or responsible to the Chargor for any Liability arising as a result of any act, default, omission or misconduct on the part of any delegate or sub-delegate provided that it has exercised due care in the selection of such delegate or sub-delegate.

15. FURTHER ASSURANCES

15.1 Further assurances

The Chargor must, at its own expense, take whatever action the Security Agent or a Receiver may require for:

- (a) creating, perfecting or protecting any security over, or priority of, any Security Asset; or
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.

15.2 Action required

The action that may be required under Clause 15.1 (*Further assurances*) includes:

- (a) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance in respect of any asset, whether to the Security Agent or to its nominee; and
- (b) the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Security Agent may think expedient.

16. POWER OF ATTORNEY

- (a) The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective delegates and sub-delegates to be its attorney with the full power and authority of the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case, which may be required or which any attorney in its absolute discretion may deem necessary for carrying out any obligation of the Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 16 (*Power of Attorney*).
- (b) The Chargor acknowledges that each power of attorney granted by Clause 16(a) (*Power of Attorney*) above is granted irrevocably and for value as part of this Security to secure a proprietary interest of, and the performance of obligations owed to the Security Agent and is done within the meaning of section 4 of the Powers of Attorney Act 1971.

17. PRESERVATION OF SECURITY

17.1 Continuing security

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

17.2 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of the Borrower or any security for those obligations or otherwise) is made by a Secured Creditor in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

17.3 Waiver of defences

The obligations of the Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this Clause 17.3, would reduce, release or prejudice any of its obligations under this Deed including (without limitation and whether or not known to it or any Secured Creditor):

- (a) any time, waiver or consent granted to, or composition with, the Borrower or other person;
- (b) the release of the Borrower or any other person under the terms of any composition or arrangement with any creditor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Debtor or other person;

- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Borrower or any other person;
- (f) any amendment of any Transaction Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Transaction Document or other document or security;
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Transaction Document or any other document or security; or
- (h) any insolvency, resolution or similar proceedings.

17.4 Additional Security

This Security is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Security Agent.

17.5 Immediate Recourse

The Chargor waives any right it may have of first requiring the Security Agent to proceed against or enforce any other rights or security or claim payment from any person before claiming from it under this Deed.

17.6 Non-competition

Unless:

- (a) the Final Discharge Date has occurred; or
- (b) the Security Agent otherwise requests,

the Chargor shall not, after a claim has been made under this Deed or by virtue of any payment or performance by them under this Deed:

- (i) be subrogated to any rights, security or moneys held, received or receivable by the Security Agent;
- (ii) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of the Chargor's liability under this Deed;
- (iii) claim, rank, prove or vote as a creditor of the Borrower or its estate in competition with the Security Agent; or
- (iv) receive, claim or have the benefit of any payment, distribution or security from or on account of the Borrower (other than as permitted under the Transaction Documents), or exercise any right of set-off as against the Borrower.

The Chargor must hold in trust for and immediately pay or transfer to or to the order of the Security Agent any payment or distribution or benefit of security received by it contrary to this Clause or in accordance with any directions given by the Security Agent under this Clause as directed by the Security Agent.

18. CHANGES TO THE PARTIES

18.1 The Chargor

The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Deed without the prior consent of the Security Agent.

18.2 The Secured Creditors

Any Secured Creditor may assign or otherwise dispose of all or any of its rights under this Deed in accordance with the terms of the Transaction Documents to which it is a party and may disclose any information in its possession relating to the Chargor to any actual or prospective assignee, transferee or participant.

18.3 In the event that the Security Agent determines that the Security is of a type or in a jurisdiction which the Security Agent determines does not meet or comply with its internal regulations or policies or with any law or regulation, or which might impose liabilities on the Security Agent, then the Chargor shall procure that such Security is granted to a security agent (which shall be a reputable institution that customarily performs security agency roles in financing transactions) nominated by it and approved in writing by the Instructing Party (the “**Additional Security Agent**”). The Additional Security Agent shall be appointed on the same terms, and have the same rights, protections, duties and obligations, as the Security Agent, and references to the Security Agent shall include the Additional Security Agent. In the event that the Additional Security Agent enforces, and receives proceeds of enforcement of, any Security held by it, it shall forthwith pay such proceeds over to the Security Agent for application in accordance with the Post-Enforcement Priority of Payments.

18.4 Each other Party acknowledges and agrees that when exercising its rights and complying with its obligations under this Deed, the Security Agent shall have the rights, powers, authorities, discretions, indemnities and limitations of liability expressly conferred on it in its capacity as Security Agent under the Master Framework Agreement and the Deed of Charge.

19. MISCELLANEOUS

19.1 Notice to Chargor

This Deed constitutes notice in writing to the Chargor of any charge or assignment by way of security that may at any time be created or made under any Security Document by any member of the Lowell Group in respect of any obligation or liability under any agreement, instrument or other document to which that member is a party.

19.2 Release of Chargor’s rights

If the shares in the Borrower are disposed of by the Chargor as a result of enforcement of this Security, the Chargor irrevocably authorises the Security Agent (on behalf of the Chargor and without requiring any authority or consent from the Borrower, any Debtor or Secured Creditor) to release (in whole or in part) the Borrower from the liabilities and obligations (present and future, actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) it may have to the Chargor under or in connection with the Transaction Documents as a result of the Chargor being a security provider (including, without limitation, any liabilities and obligations arising by way of indemnity, contribution or subrogation).

19.3 English language

Any communication made under or in connection with this Deed must be in English.

20. RELEASE

At the end of the Security Period, the Security Agent will, at the request and cost of the Chargor, take whatever action is reasonably necessary to release the Security Assets from this Security.

21. PARTIAL INVALIDITY

If, at any time, any term of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction that will not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Deed;
or
- (b) the legality, validity or enforceability in other jurisdictions of that or any other term of this Deed.

22. GOVERNING LAW

The provisions of clause 25 (*Governing Law*) of the Master Framework Agreement shall apply, *mutatis mutandis*, to this Deed as if set out in full herein. Such provisions survive the termination of this Deed.

23. JURISDICTION

The provisions of clause 26 (*Jurisdiction*) of the Master Framework Agreement shall apply, *mutatis mutandis*, to this Deed as if set out in full herein. Such provisions survive the termination of this Deed.

THIS DEED has been entered into and executed as a deed by the Chargor with the intention that it be delivered on the date stated at the beginning of this deed.

SCHEDULE 1

SHARES

BORROWER	NUMBER OF SHARES	CLASS
LOWELL RECEIVABLES FINANCING 3 LIMITED	£1	ORDINARY

SIGNATORIES

THE CHARGOR

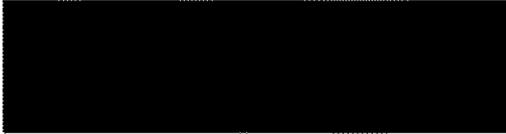
EXECUTED as a **DEED** for and on behalf
METIS BIDCO LIMITED
by its two directors



Signature

JOHN PERES

Name, Director



Signature

FIONA BARKER

Name, Director

THE SECURITY AGENT

EXECUTED as a DEED for and on behalf of
DEUTSCHE BANK AG, LONDON BRANCH
by

[Redacted]

[Redacted]

IAN ROWELL
In the presence of:

COLM DONNELLY

[Redacted]

[Redacted]

Name: PATRICK MCCOY

Name: PATRICK MCCOY

Address: c/o Legal Department
Winchester House
1 Great Winchester Street
London
EC2N 2DB

Address: c/o Legal Department
Winchester House
1 Great Winchester Street
London
EC2N 2DB

THE BORROWER

**SIGNED as a DEED for and on behalf
LOWELL RECEIVABLES FINANCING 3 LIMITED
by two directors,**



Signature

Lara Nasato

Per pro CSC Directors (No.1) Limited



Signature

Catherine McGrath

Per pro CSC Directors (No.2) Limited