



Registration of a Charge

Company Name: **QUOR GROUP LIMITED**

Company Number: **07834364**



Received for filing in Electronic Format on the: **02/04/2024**

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Details of Charge

Date of creation: **26/03/2024**

Charge code: **0783 4364 0005**

Persons entitled: **TREE LINE CAPITAL PARTNERS, LLC AS SECURITY AGENT**

Brief description: **THE SECURITY DOCUMENT INCLUDES A CHARGE OVER LEASEHOLD PROPERTY WITH TITLE NUMBER CB170578 AT SUITE 2 OF FIRST FLOOR, VICTORY HOUSE, VISION PARK, CHIVERS WAY, HISTON, CAMBRIDGE CB24 9ZR, AND A CHARGE OVER INTELLECTUAL PROPERTY INCLUDING TRADEMARKS REGISTERED IN THE UK WITH REGISTRATION NUMBERS "UK00906859771" AND "UK00906859839". FOR FURTHER DETAILS, PLEASE REFER TO THE SECURITY DOCUMENT.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

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

Certified by:

DAVID PHILLIPS (KING & SPALDING INTERNATIONAL LLP)



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7834364

Charge code: 0783 4364 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th March 2024 and created by QUOR GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd April 2024 .

Given at Companies House, Cardiff on 4th April 2024

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



Companies House



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

EXECUTION VERSION

Dated 26 March 2024

Between

THE COMPANIES LISTED IN SCHEDULE 1

as Original Chargors

and

TREE LINE CAPITAL PARTNERS, LLC

as Security Agent

SUPPLEMENTAL DEBENTURE

KING & SPALDING

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THIS SUPPLEMENTAL DEBENTURE is made on 26 March 2024

BETWEEN:

- (1) **EACH OF THE COMPANIES** listed in Schedule 1 (*The Original Chargors*) as chargors (the “**Original Chargors**” and each an “**Original Chargor**”); and
- (2) **TREE LINE CAPITAL PARTNERS, LLC** as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

BACKGROUND

- A. The Chargors are entering into this Deed in connection with the First Amendment to Credit Agreement.
- B. This Deed is supplemental to a debenture dated 15 July 2022 between the Original Chargors (as defined therein) and the Security Agent (the “**Original Debenture**”).

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions: In this Debenture:

“**Acceleration Event**” means (x) the Security Agent has exercised any of its rights under section 10.02 (*Remedies Upon Event of Default*) of the Credit Agreement, or (y) all of the principal amount of the Loans and other Obligations having become immediately due and payable and all of the outstanding Total Commitments having automatically terminated in accordance with the provisions of the Credit Agreement upon the occurrence of any Event of Default described in Section 10.01(h) of the Credit Agreement;

“**Account Notice**” means a notice substantially in the form set out in Schedule 4 (*Forms of Notices*);

“**Accounts**” means the accounts of the Chargors from time to time (and any renewal or re-designation of such accounts, together with the debt or debts represented thereby) but excluding (for the avoidance of doubt) any account or debt represented thereby that constitutes an Excluded Asset;

“**Additional Chargor**” means each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;

“**Assigned Agreement**” means the share purchase agreement dated on or about 15 July 2022 and entered into between Hercules Technologies Bidco Limited as buyer and Brady Technologies Limited as seller;

“**Charged Real Property**” means all Real Property forming part of the Charged Property (including but not limited to the Real Property set out in Schedule 2 (*Real Property*)) and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such Real Property;

“**Charged Property**” means all the assets and undertakings of the Chargors which from time to time are subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to this Debenture and any Security Accession Deed;

“Chargor” means each Original Chargor and each Additional Chargor;

“Counterparty Notice” means a notice substantially in the form set out in Schedule 5 (*Form of Counterparty Notice*);

“Credit Agreement” means the credit agreement dated 15 July 2022 (as amended by the First Amendment to Credit Agreement dated on or about the date of this Debenture) made between, inter alios, Hercules Technologies Topco Limited as a Guarantor, Hercules Technologies Bidco Limited as a Borrower and Tree Line Capital Partners LLC as administrative agent and Security Agent;

“Excluded Account” means:

- (a) any tax account, payroll account, employee share scheme account and trust account, in each case to the extent monies held in it are held on trust for beneficiaries which are not members of the Group; and
- (b) any account used exclusively to maintain any deposit or reserve that constitutes a Permitted Lien.

“Excluded Assets” means, in relation to any Chargor:

- (a) any assets located in any jurisdiction other than England and Wales;
- (b) any cash constituting regulatory capital or customer cash;
- (c) any Excluded Accounts;
- (d) any investments or shares in or the assets of, any joint venture or similar arrangement, the terms of which prohibit the creation of Security as created pursuant to this Debenture over such investments, shares or assets;
- (e) any leasehold property held by a Chargor under a lease which prohibits (including requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest;
- (f) any Intellectual Property in which a Chargor has an interest under any licence or other agreement which prohibits (including requiring the consent of any third party) that Chargor from creating any charge over its interest in that Intellectual Property;
- (g) any assets of any acquired entity which are subject to security (other than the security granted under and pursuant to the Security Documents), to the extent permitted under the terms of the Credit Documents;
- (h) any asset in respect of which the granting of security under this Debenture:
 - (i) is not within the legal capacity of the relevant Chargor;
 - (ii) would result in this Debenture being null and void;
 - (iii) would conflict with the fiduciary duties of the directors, officers or employees of any Chargor;
 - (iv) would contravene any legal prohibition or regulatory condition, bona fide contractual restriction or regulatory condition; or

- (v) would result in (or in a risk of) personal or criminal liability on the part of any director, officer or employee;
- (i) any asset in respect of which the granting of security under this Debenture would require supervisory board, works council, regulator or regulatory board (or equivalent) or another external body's or person's consent;
- (j) any assets subject to (i) a legal requirement or regulatory constraint (including any agreement with any government or regulatory body), or (ii) any contract, lease, license, instrument, or other third party arrangements (in the case of sub-paragraph (ii), that are (x) in existence on or prior to the date of this Debenture or the date on which such security is required to be provided and (y) not agreed in contemplation of providing such security) which may prevent those assets from being charged or assigned (or assets which, if charged or assigned, would give a third party the right to terminate or otherwise amend any material rights, benefits and/or obligations of the Group in respect of those assets or require any member of the Group to take any action, in each case materially adverse to the interests of the Group or any member thereof); and
- (k) any other assets where the cost of obtaining a security interest in, or perfection of a security interest in, such assets exceeds the practical benefit of the security interest afforded thereby (as reasonably determined by the Chargors and notified to the Security Agent).

"First Amendment to Credit Agreement" means the amendment agreement dated on or about the date of this debenture amending and restating the credit agreement originally dated 15 July 2022 between, inter alios, Hercules Technologies Topco Limited as a Guarantor, Hercules Technologies Bidco Limited as a Borrower and Tree Line Capital Partners LLC as administrative agent and security agent;

"Fixtures" means trade and other fixtures and fittings and fixed plant, machinery and other apparatus;

"Group" means the Borrower and each of its Subsidiaries from time to time;

"Insurance Policy" means any contract or policy of insurance in which any Chargor may from time to time have an interest as a beneficiary under its terms but excluding any third party liability or public liability insurance and any directors and officers insurance;

"Intellectual Property" all patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests arising or subsisting under English law, whether registered or unregistered, and the benefit of all applications and rights to use such assets, including but not limited to the Intellectual Property listed in Schedule 3 (*Intellectual Property*);

"Obligor" means "Credit Party" as defined in the Credit Agreement;

"Other Debts" means:

- (a) all book debts and other debts and monetary claims (other than Trading Receivables) owing to a Chargor from any member of the Group and the proceeds of any such debts and claims; and

- (b) any other book and other debts and monetary claims owing to any Chargor and the proceeds of any such debts and claims,

but excluding (for the avoidance of doubt) any debt represented thereby that constitutes an Excluded Asset;

"Parties" means each of the parties to this Debenture from time to time;

"Personal Chattels" means plant, machinery, office equipment, computers, vehicles, goods and other chattels (including all spare parts, replacements, modifications and additions) but not Fixtures on Real Property charged under Clause 4.1(d) or stock in trade or work in progress;

"Real Property" has the meaning given to it in the Credit Agreement;

"Receiver" means a receiver, receiver and manager or administrative receiver in each case appointed under this Debenture;

"Related Rights" means all dividends, distributions and other income paid or payable on a Share, together with all shares or other property derived from any Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share (whether by way of conversion, redemption, bonus, preference, option or otherwise), but excluding (for the avoidance of doubt) any Excluded Asset;

"Secured Obligations" means all Obligations and all other present and future obligations at any time due, owing or incurred by any Obligor to any Secured Party under the Credit Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity;

"Secured Parties" has the meaning given to it in the Credit Agreement;

"Security" means "Lien" as defined in the Credit Agreement;

"Security Accession Deed" means a deed executed by a member of the Group substantially in the form set out in Schedule 6 (*Form of Security Accession Deed*), with those amendments which the Security Agent may approve or reasonably require;

"Shares" means all shares owned by each Chargor in its Subsidiaries incorporated in England and Wales which are Obligors, including but not limited to the shares specified in Schedule 8 (*Shares*) and as specified in any relevant Security Accession Deed; and

"Trading Receivables" means all book and other debts arising in the ordinary course of trading.

1.2 Construction

In this Debenture, unless a contrary intention appears, a reference to:

- (a) an Acceleration Event is **"continuing"** if it has not been revoked or otherwise ceases to be continuing in accordance with the terms of the Credit Documents;
- (b) an **"agreement"** includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- (c) an **"amendment"** includes any amendment, supplement, variation, novation, modification, replacement or restatement and **"amend"**, **"amending"** and **"amended"** shall be construed accordingly;

- (d) “**assets**” includes present and future properties, revenues and rights of every description;
- (e) “**including**” means including without limitation and “**includes**” and “**included**” shall be construed accordingly;
- (f) “**losses**” includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and “**loss**” shall be construed accordingly;
- (g) a “**person**” includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing;
- (h) a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and
- (i) the Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 Other References

- (a) In this Debenture, unless a contrary intention appears, a reference to:
 - (i) any Secured Party, Chargor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person’s successors in title, permitted assignees and transferees and in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Credit Documents;
 - (ii) any Credit Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended (howsoever fundamentally and whether or not such amendment results in new and / or more onerous obligations and liabilities), including by way of a change in the purpose of the facilities, or by way of a refinancing, deferral or extension of the facilities or by way of an addition or increase of or other changes to the facilities or other obligations or liabilities under the agreements or accession or retirement of the parties to the agreements;
 - (iii) any clause or schedule is a reference to, respectively, a clause of and schedule to this Debenture and any reference to this Debenture includes its schedules; and
 - (iv) a provision of law is a reference to that provision as amended or re-enacted.
- (b) The index to and the headings in this Debenture are inserted for convenience only and are to be ignored in construing this Debenture.
- (c) Words importing the plural shall include the singular and vice versa.

1.4 Incorporation by reference

Unless the context otherwise requires or unless otherwise defined in this Debenture, words and expressions defined in the Credit Agreement have the same meanings when used in this Debenture.

1.5 Miscellaneous

- (a) The terms of the documents under which the Secured Obligations arise and of any side letters between any Chargor and any Secured Party relating to the Secured Obligations are incorporated in this Debenture to the extent required for any purported disposition of the Charged Property contained in this Debenture to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (b) Notwithstanding any other provision of this Debenture, the obtaining of a moratorium under section 1A of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this Debenture to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of property by any Chargor or a ground for the appointment of a Receiver.
- (c) Notwithstanding anything to the contrary in this Debenture (and without prejudice to the terms of any Credit Document in relation to the requirement for the Security Agent to enter into documentation in relation to this Debenture (including releases)), nothing in this Debenture shall (or shall be construed to) prohibit, restrict or obstruct any transaction, matter or other step (or any Chargor taking or entering into the same) or dealing in any manner whatsoever in relation to any asset (including all rights, claims, benefits, proceeds and documentation, and contractual counterparties in relation thereto) the subject of (or expressed to be the subject of) this Debenture and the security arising thereunder in each case if not prohibited by the Credit Agreement or any other Credit Documents or otherwise consented to. The Security Agent shall promptly enter into such documentation and/or take such other action as is required by a Chargor (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, provided that any costs and expenses incurred by the Security Agent entering into such documentation and/or taking such other action at the request of a Chargor pursuant to this paragraph (c) shall be for the account of the relevant Chargor, in accordance with section 12.05 (*Payment of Expenses and Taxes; Indemnification*) of the Credit Agreement.
- (d) The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Debenture and no rights or benefits expressly or impliedly conferred by this Debenture shall be enforceable under that Act against the Parties by any other person.
- (e) The Parties hereto intend that this document shall take effect as a deed notwithstanding that any party may only execute this document under hand.

1.6 Further Assurance

- (a) Section 8.13 (*Further Assurances*) of the Credit Agreement shall apply to this Debenture mutatis mutandis as if set out in full herein.
- (b) The covenants set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in sub-clause 1.6(a) above.

2. ORIGINAL DEBENTURE

2.1 This Deed is in addition, and without prejudice, to the Original Debenture. The Parties agree that the Original Debenture continues in full force and effect and continues to secure the Secured Obligations.

2.2 Without prejudice to the generality of paragraph 2.1 above:

- (a) any reference to a fixed charge (in Clause 4.1 (*Specific Security*)), a "first" floating charge (in Clause 4.3 (*Floating Charge*)) or an assignment (in Clause 4.2 (*Security Assignment*)) is qualified by and subject to the Security created by the Original Debenture in respect of the relevant Charged Property;
- (b) any reference to Security being created by this Deed "with full title guarantee" is qualified by and subject to the Security created by the Original Debenture in respect of the relevant Charged Property;
- (c) the deposit with the Security Agent under the Original Debenture of any title document required to be deposited with the Security Agent under Clause 7.1 (*Title Documents*) shall be deemed to satisfy any Chargors' obligation under Clause 7.1 (*Title Documents*) to the extent any such title document is identical to the document required to be delivered pursuant to this Deed;
- (d) the covenants of the Chargors contained in Clause 5 (*Negative Pledge*) are qualified by and subject to the Security created by the Original Debenture in respect of the Charged Property;
- (e) the creation of any Security pursuant to (and the compliance by each Chargor with the terms of) this Deed does not and will not constitute a breach of any representation, warranty or undertaking in the Original Debenture; and
- (f) the performance of, and compliance with, any undertaking, requirement or obligation by each Chargor under this Deed constitutes the performance of, and compliance with, the identical undertaking, requirement or obligation under the Original Debenture and further, the performance of, and compliance with, any undertaking, requirement or obligation by that Chargor under the Original Debenture (to the extent any such undertaking, requirement or obligation relates to an identical asset constituting Charged Property under this Deed) will be deemed to constitute the performance of, and compliance with, the identical undertaking, requirement or obligation by that Chargor under this Deed,

unless and to the extent that, notwithstanding the agreement set out in paragraph 2.2 above, the relevant Security created by, or a relevant provision of, the Original Debenture is or becomes ineffective.

2.3 Where this deed purports to create a "first fixed charge", "first legal mortgage" or a "first floating charge", the Chargors will not be in breach of the terms of this Deed or any other Credit Document where the Security created by this Deed is not first ranking solely due to the creation of prior Security pursuant to the Original Debenture.

3. COVENANT TO PAY

Subject to any limits on its liability specifically recorded in the Credit Documents, each Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other

Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment.

4. CHARGING PROVISIONS

4.1 Specific Security

Each Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest by way of first fixed charge (and in respect of Real Property by way of first legal mortgage and first fixed charge only to the extent not so mortgaged):

- (a) all the Shares and all corresponding Related Rights;
- (b) all Other Debts and all rights and claims against third parties in respect of those Other Debts;
- (c) all monies standing to the credit of the Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts;
- (l) all Trading Receivables and any corresponding Related Rights;
- (d) all Real Property;
- (e) all Intellectual Property;
- (f) all the Insurance Policies;
- (g) all Personal Chattels; and
- (h) all uncalled capital and goodwill.

4.2 Security Assignment

As further continuing security for the payment of the Secured Obligations, Hercules Technologies Bidco Limited assigns with full title guarantee by way of security to the Security Agent all its rights, title and interest in the Assigned Agreement, subject to reassignment by the Security Agent to Hercules Technologies Bidco Limited of all such rights, title and interest upon the satisfaction of the Release Condition.

4.3 Floating Charge

- (a) As further continuing security for the payment of the Secured Obligations, each Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets, undertakings and rights.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Debenture.

4.4 Conversion of Floating Charge

- (a) The Security Agent may, by notice to any Chargor, convert the floating charge created under this Debenture into a fixed charge with immediate effect as regards those assets specified in the notice, if:

- (i) an Acceleration Event has occurred and is continuing;
 - (ii) the Security Agent (acting reasonably and in good faith) is of the view that any asset charged under the floating charge created under this Debenture is in danger of being seized or sold under any form of distress, attachment, execution or other legal process; or
 - (iii) the Security Agent reasonably considers that it is necessary in order to protect the priority, value or enforceability of the Security created under this Debenture.
- (b) The floating charge created under this Debenture will automatically (without notice) and immediately be converted into a fixed charge over all the assets of a Chargor which are subject to the floating charge created under this Debenture, if:
- (i) the members of that Chargor convene a meeting for the purposes of considering any resolution for its winding-up, dissolution, or a compromise, assignment or arrangement with any creditor;
 - (ii) that Chargor creates Security (except as permitted by the Credit Documents or with the prior consent of the Security Agent) on or over any asset which is subject to the floating charge created under this Debenture;
 - (iii) any third party takes any step with a view to levying distress, attachment, execution or other legal process against any such asset (which is not discharged within 5 Business Days);
 - (iv) any person (entitled to do so) appoints an administrator to any Chargor or files such a notice with the court; or
 - (v) if any other floating charge created by that Chargor crystallises for any reason.
- (c) Upon the conversion of any floating charge pursuant to this Clause 4.4, each relevant Chargor shall, at its own expense, immediately upon request by the Security Agent execute a fixed charge or legal assignment in such form as the Security Agent may require.

4.5 Property Restricting Charging

For the avoidance of doubt, all and any Excluded Assets owned by any Chargor or in which any Chargor has any interest shall be excluded from the charge created by Clause 4.1 (Specific Security) and Clause 4.2 (Security Assignment).

5. NEGATIVE PLEDGE

No Chargor may:

- (a) create or agree to create or permit to subsist any Security over all or any part of the Charged Property; or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 4.3 (*Floating Charge*) on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same or agree to do so,

except as not prohibited by any Credit Document or with the prior consent of the Security Agent.

6. REAL PROPERTY OBLIGATIONS

6.1 Acquisition of Real Property

- (a) Each Chargor shall promptly notify the Security Agent of any acquisition by it of any Real Property which has a book value in excess of \$1,000,000 (or the equivalent in other currencies) after the date of this Debenture ("**After-acquired Property**").
- (b) Each Chargor shall, promptly following receipt of a written request from the Security Agent and at the cost of the relevant Chargor, execute and deliver to the Security Agent a legal mortgage in such form as the Security Agent may reasonably require in favour of the Security Agent over any After-acquired Property acquired by it.
- (c) If title to the relevant After-acquired Property is registered or is required to be registered at the Land Registry under the Land Registration Act 2002, such Chargor shall, as soon as reasonably practicable, notify the Security Agent of the relevant title number (if applicable) and shall, promptly following receipt of written request by the Security Agent (acting reasonably), make an application to the Land Registry to enter:
 - (i) a notice of the legal mortgage referred to in paragraph (b) above on the charges register of such Real Property; and
 - (ii) the restriction set out in Clause 6.2(a) (as repeated in such legal mortgage) on the proprietorship register of such property.

In the case of any other After-acquired Property in England or Wales which is not registered at the Land Registry, the relevant Chargor shall, following written request by the Security Agent (acting reasonably) apply to register any legal mortgage granted over such After-acquired Property at the Land Charges Registry.

6.2 Registered Land

- (a) Each Chargor consents to an application being made and shall, if requested by the Security Agent, apply to the Land Registry for a restriction in the following terms to be entered on the Proprietorship Register of such of the Charged Real Property as is now or hereafter registered at the Land Registry under the Land Registration Act 2002:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated [●] in favour of [●] referred to in the Charges Register or if appropriate signed on such proprietor's behalf by its authorised signatory."
- (b) To the extent that the Secured Parties are under an obligation to make further advances under any of the Credit Documents, each Chargor shall also make an application (and consents to an application being made) to the Land Registry for a note of such obligation to be entered on the Charges Register of any registered land forming part of the Charged Real Property.

- (c) Each Chargor hereby certifies, in respect of any part of its Charged Real Property title to which is registered at the Land Registry, that the Charges created by this Debenture do not contravene any of the provisions of the constitution of such Chargor.

7. PROTECTION OF SECURITY

7.1 Title Documents

- (a) Each Chargor will as soon as reasonably practicable deposit with the Security Agent (or as it shall direct):
 - (i) all stock and share certificates and other documents of title relating to the Shares together with stock transfer forms executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Secured Obligations have been irrevocably and unconditionally discharged in full and shall be entitled, at any time following the occurrence of an Acceleration Event which is continuing to complete, under its power of attorney given in this Debenture, the stock transfer forms on behalf of the relevant Chargor in favour of itself or such other person as it shall select; and
 - (ii) following an Acceleration Event which is continuing, all other documents relating to the Charged Property which the Security Agent may from time to time reasonably require.
- (b) The Security Agent may retain any document delivered to it under this Clause 7.1 or otherwise until the security created under this Debenture is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the relevant Chargor require that the document be redelivered to it and the relevant Chargor shall as soon as reasonably practicable comply (or procure compliance) with that notice.
- (c) Any document required to be delivered to the Security Agent under Clause 7.1(a) which is for any reason not so delivered or which is released by the Security Agent to a Chargor shall be held on trust by the relevant Chargor for the Security Agent.

7.2 Other Debts and Bank Accounts

- (a) Each Chargor shall:
 - (i) following the occurrence of an Acceleration Event which is continuing, as agent for the Security Agent, collect all Other Debts charged to the Security Agent under this Debenture, pay the proceeds into an Account as soon as practicable upon receipt and, pending such payment, hold those proceeds on trust for the Security Agent;
 - (ii) following the occurrence of an Acceleration Event which is continuing, not charge, factor, discount or assign any of the Other Debts in favour of any person, or purport to do so unless permitted by the Credit Documents or with the prior consent of the Security Agent; and
 - (iii) where an Account is not maintained with the Security Agent, within 20 Business Days of the date of this Debenture or a Security Accession Deed (or where such Account is opened after the date of this Debenture and if requested

by the Security Agent, within 20 Business Days of such request by the Security Agent, provided that the Security Agent may not make such request more than two times in any calendar year, unless an Acceleration Event which is continuing has occurred) serve an Account Notice on the bank with whom the Account is maintained and use commercially reasonable endeavours to procure that such bank signs and delivers to the Security Agent an acknowledgement substantially in the form of the schedule to the Account Notice. If the relevant Chargor has used commercially reasonable endeavours to obtain an acknowledgement, its obligation to obtain such acknowledgment shall cease on the expiry of 20 Business Days from the date of the relevant Account Notice.

- (b) The Security Agent shall not be entitled to give any notice referred to in paragraph 2(a) of the Account Notice, withdrawing its consent to the making of withdrawals by the Chargors in respect of the Accounts, unless and until an Acceleration Event which is continuing has occurred or any of the circumstances described in Clause 4.4 (*Conversion of Floating Charge*) has arisen.

7.3 Voting and Distribution Rights

- (a) Prior to the occurrence of an Acceleration Event that is continuing, each Chargor shall be entitled to receive and retain all dividends, distributions and other monies paid on or derived from its Shares and exercise all voting and other rights and powers attaching to its Shares, provided that it shall not exercise any such voting rights or powers in a manner which would materially prejudice the interests of the Secured Parties under this Debenture or adversely affect to a material extent the validity, enforceability or existence of the Security over the Shares created under this Debenture.
- (b) At any time after the occurrence of an Acceleration Event that is continuing, all voting rights in respect of the Shares shall be exercised by the Chargor as directed by the Security Agent, unless the Security Agent has notified the Chargor in writing that it wishes to give up this right.
- (c) At any time after the occurrence of an Acceleration Event that is continuing, each Chargor shall hold any dividends, distributions and other monies paid on or derived from the Shares on trust for the Secured Parties and pay the same to, or as directed by, the Security Agent.
- (d) If, at any time, any Shares are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Shares are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Shares.

7.4 Intellectual Property

- (a) Each Chargor undertakes that it shall, in respect of its Intellectual Property which is material to or required in connection with its business:

- (i) in respect of trade marks registered or to be registered in the United Kingdom, execute all such documents and do all such acts as the Security Agent may reasonably request to record the interest of the Security Agent on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994;
- (ii) take all such steps and do all such acts as may be necessary to preserve and maintain the validity of any such Intellectual Property;
- (iii) use its reasonable endeavours to detect any infringement of any such Intellectual Property subject to the Charges and if it becomes aware of any such infringement, to promptly notify the Security Agent following request by the Security Agent, and take such steps reasonably necessary to prevent such infringement including, where necessary and at the Chargors' sole discretion, by bringing legal proceedings;
- (iv) not apply to amend the specification or drawings referred to in any letters patent or in any registration of any Intellectual Property subject to the Charges or dispose of or grant any licence of or permit any person to use the same other than as permitted pursuant to other than as permitted pursuant to Clause (v) and under the Credit Agreement; and
- (v) not grant any registered user agreement or exclusive licence in respect of its Intellectual Property other than in writing on arm's length commercial terms and on a non-exclusive basis provided that such licence is not assignable by the relevant licensee, is terminable on the occurrence of any insolvency event to the licensee and is for a duration of no more than two years.

7.5 Insurance

- (a) Each Chargor shall as soon as reasonably practicable and in any case within 20 Business Days of the date of this Debenture or, as applicable, the date of any Security Accession Deed, serve (with a copy to the Security Agent) a Notice of Insurance Assignment to the counterparty of each Insurance Policy.
- (b) Each Chargor shall use its commercially reasonable endeavours to procure that the counterparty of the relevant Insurance Policy delivers a duly completed acknowledgement substantially in the form of the schedule to the Notice of Insurance Assignment within 20 Business Days from the date of the relevant Notice of Insurance Assignment delivered pursuant to paragraph (a) above. If the relevant Chargor has used commercially reasonable endeavours to obtain an acknowledgement, its obligation to obtain such acknowledgment shall cease on the expiry of 20 Business Days from the date of the relevant Notice of Insurance Assignment delivered pursuant to paragraph (a) above.
- (c) Any monies received under any Insurance Policies relating to Charged Assets shall be applied (subject to any person having prior rights to such monies):
 - (i) prior to the occurrence of an Acceleration Event in accordance with the Credit Documents; and
 - (ii) following an Enforcement Event, each Chargor shall hold such monies upon trust for the Security Agent pending payment to the Security Agent for application in accordance with Clause 12.1 (*Order of Application*).

- (d) The Security Agent shall not be entitled to give any notice referred to in paragraph 1 of the Notice of Insurance Assignment, unless and until an Acceleration Event which is continuing has occurred.

7.6 Assigned Agreement

- (a) Hercules Technologies Bidco Limited will as soon as reasonably practicable following execution of this Debenture give notice to the relevant other parties to the Assigned Agreement that it has assigned or charged its right under the relevant policy or agreement to the Security Agent under this Debenture. Such notice will be a Counterparty Notice. Hercules Technologies Bidco Limited will use its commercially reasonable endeavours to procure that the relevant counterparty signs and delivers to the Security Agent an acknowledgement substantially in the form of that set out in the schedule to the relevant Notice within 20 Business Days of the execution of this Debenture. If Hercules Technologies Bidco Limited has used commercially reasonable endeavours to obtain an acknowledgement, its obligation to obtain such acknowledgment shall cease on the expiry of 20 Business Days from the date of the relevant Notice.
- (b) The Security Agent shall not be entitled to give any notice referred to in paragraph 1 of the Counterparty Notice, unless and until an Acceleration Event which is continuing has occurred.

8. SECURITY AGENT'S POWER TO REMEDY

If any Chargor fails to comply with any obligation set out in Clause 6 (*Protection of Security*), Clause 7.3 (*Voting and Distribution Rights*) or Clause 1.6(a) (*Further Assurance*) and that failure is not remedied to the satisfaction of the Security Agent within 14 days of the Security Agent giving notice to the relevant Chargor or the relevant Chargor becoming aware of the failure to comply, it will allow (and irrevocably authorises) the Security Agent or any person which the Security Agent nominates to take any action on behalf of that Chargor which is necessary to ensure that those obligations are complied with.

9. CONTINUING SECURITY

9.1 Continuing Security

The Security constituted by this Debenture shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing.

9.2 Other Security

The Security constituted by this Debenture is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security or other right which the Security Agent and/or any other Secured Party may now or after the date of this Debenture hold for any of the Secured Obligations, and this Security may be enforced against each Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party.

10. ENFORCEMENT OF SECURITY

10.1 Enforcement Powers

- (a) The Security shall become enforceable upon and at any time after the occurrence of an Acceleration Event which is continuing.
- (b) For the purpose of all rights and powers implied or granted by statute, the Secured Obligations are deemed to have fallen due on the date of this Debenture.
- (c) The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this Debenture shall be immediately exercisable at any time after an Acceleration Event which is continuing has occurred.

10.2 Statutory Powers

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the Security created under this Debenture, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this Debenture, those contained in this Debenture shall prevail.

10.3 Exercise of Powers

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Debenture, and all or any of the rights and powers conferred by this Debenture on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to any Chargor at any time after an Acceleration Event which is continuing has occurred, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

10.4 Disapplication of Statutory Restrictions

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this Debenture.

10.5 Appropriation under the Financial Collateral Regulations

- (a) To the extent that any of the Charged Property constitutes "financial collateral" and this Debenture and the obligations of the Chargors hereunder constitute "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (as amended) (the "**Regulations**")), the Security Agent shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and may exercise that right to appropriate by giving notice to the relevant Chargors at any time after an Acceleration Event which is continuing has occurred.
- (b) The Parties agree that the value of any such appropriated financial collateral shall be the value given in a fair valuation opinion provided by an independent investment bank or an internationally recognised firm of accountants or a reputable independent third party professional firm which is regularly engaged in providing valuations in respect of the relevant type and size of the appropriated financial collateral concerned, acting in a commercially reasonable manner. The Parties agree that the method of valuation

provided for in this paragraph shall constitute commercially reasonable method of valuation for the purposes of the Regulations.

11. RECEIVERS

11.1 Appointment of Receiver

- (a) Subject to paragraph (c) below, at any time after an Acceleration Event which is continuing has occurred, or if so requested by the relevant Chargor, the Security Agent may by writing under hand signed by any officer or manager of the Security Agent, appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this Debenture.
- (c) The Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A Insolvency Act 1986.

11.2 Powers of Receiver

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

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

- (h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (i) appoint and discharge directors and others for any of the purposes of this Debenture upon terms as to remuneration or otherwise as he may think fit;
- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating to any of the Charged Property; and
- (k) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this Clause 11.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Chargor for all such purposes,

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

11.3 Receiver as Agent

Each Receiver shall be the agent of the relevant Chargor, which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver.

11.4 Removal of Receiver

The Security Agent may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

11.5 Remuneration of Receiver

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it.

11.6 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Debenture (unless the document appointing such Receiver states otherwise).

12. APPLICATION OF PROCEEDS

12.1 Order of Application

All monies received or recovered by the Security Agent or any Receiver pursuant to this Debenture shall (subject to the claims of any person having prior rights thereto or as may be

otherwise required by applicable law) be applied in the order and manner specified under the Credit Agreement notwithstanding any purported appropriation by any Chargor.

12.2 Section 109 Law of Property Act 1925

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Debenture.

12.3 Application against Secured Obligations

Subject to Clause 12.1 above, any monies or other value received or realised by the Security Agent from a Chargor or a Receiver under this Debenture may be applied by the Security Agent to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Security Agent may determine.

12.4 Suspense Account

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

13. SECURITY TRUST

13.1 Appointment of Security Agent as Security Trustee

- (a) Each Secured Party appoints the Security Agent to act as its trustee and representative in connection with this Debenture and authorises the Security Agent to exercise such rights, powers and discretions as are specifically delegated to the Security Agent by the terms hereof together with all rights, powers and discretions as are reasonably incidental thereto or necessary to give effect to the trusts hereby created.
- (b) In the event of any inconsistency between the provisions of this Clause 13 (*Security Trust*) and Article XI (*The Agents*) of the Credit Agreement, this Clause 13 (*Security Trust*) shall prevail.

13.2 Trust

- (a) The Security Agent declares that it shall hold the benefit of this Debenture on trust for the Secured Parties on the terms contained in this Debenture and the Credit Agreement.
- (b) Pursuant to the terms of the Credit Agreement, each of the parties to the Credit Agreement agrees that the Security Agent shall have only those duties, obligations and responsibilities expressly specified in the Credit Documents with respect to the Security created by this Debenture (and no others shall be implied).

13.3 Powers Supplemental

The rights, powers and discretions conferred upon the Security Agent by this Debenture shall be supplemental to the Trustee Act 1925 and the Trustee Act 2000 and in addition to any which may be vested in the Security Agent by general law or otherwise.

13.4 Trustee Division Separate

- (a) In acting as trustee for the Secured Parties, the Security Agent shall be regarded as acting through its trustee division which shall be treated as a separate entity from any of its other divisions or departments.
- (b) If any information is received by any other division or department of the Security Agent, it may be treated as confidential to that division or department and the Security Agent shall not be deemed to have notice of it.

11.5 Disapplication

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts constituted by this Debenture. Where there are any inconsistencies between the Trustee Act 1925 or the Trustee Act 2000 and the provisions of this Debenture, the provisions of this Debenture shall, to the extent allowed by law, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Debenture shall constitute a restriction or exclusion for the purposes of that Act.

14. PROTECTION OF SECURITY AGENT AND RECEIVER

14.1 No Liability

Neither the Security Agent nor any Receiver shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless directly caused by its fraud, gross negligence or wilful misconduct.

14.2 Possession of Charged Property

Without prejudice to Clause 14.1 above, if the Security Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at anytime at its discretion go out of such possession.

14.3 Primary liability of Chargor

Each Chargor shall be deemed to be a principal debtor for the Secured Obligations and the Charged Property shall be deemed to be a principal security for the Secured Obligations. The liability of each Chargor under this Debenture and the charges contained in this Debenture shall not be impaired by any forbearance, neglect, indulgence, abandonment, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Security Agent or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the relevant Chargor (as a surety only) or the charges contained in this Debenture (as secondary or collateral charges only) would, but for this provision, have been discharged.

14.4 Security Agent

Subject to Clause 13.1(b) above, the provisions set out in Article XI (*The Agents*) of the Credit Agreement shall govern the rights, duties and obligations of the Security Agent under this Debenture.

14.5 Delegation

The Security Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this Debenture to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Agent will not be liable or responsible to any Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

14.6 Cumulative Powers

The powers which this Debenture confers on the Security Agent, the other Secured Parties and any Receiver appointed under this Debenture are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Security Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Security Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

15. POWER OF ATTORNEY

Upon the occurrence of an Acceleration Event which is continuing, each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Debenture, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver under this Debenture or otherwise for any of the purposes of this Debenture, and each Chargor covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

16. PROTECTION FOR THIRD PARTIES

16.1 No Obligation to Enquire

No purchaser from, or other person dealing with, the Security Agent or any Receiver (or their agents) shall be obliged or concerned to enquire whether:

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this Debenture has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or

- (b) any of the Secured Obligations remain outstanding and/or are due and payable or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

16.2 Receipt Conclusive

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Security Agent or any Receiver.

17. COSTS AND EXPENSES

Any payment of costs and expenses due under this Debenture shall be made as provided in Section 12.05 (*Payment of Expenses and Taxes; Indemnification*) of the Credit Agreement.

18. REINSTATEMENT AND RELEASE

18.1 Amounts Avoided

If any amount paid by a Chargor in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the relevant Chargor or otherwise, then for the purposes of this Debenture that amount shall not be considered to have been paid.

18.2 Discharge Conditional

Any settlement or discharge between a Chargor and any Secured Party shall be conditional upon no security or payment to that Secured Party by that Chargor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under this Debenture) that Secured Party shall be entitled to recover from that Chargor the value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

18.3 Covenant To Release

Once all the Secured Obligations have been irrevocably paid in full, and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any Chargor (the "**Release Condition**") the Security Agent and each Secured Party shall, at the request and cost of each Chargor, execute any documents (or procure that its nominees execute any documents) or take any action (including but not limited to returning title documents, share certificates and related stock transfer forms) which may be necessary to release the Charged Property from the Security constituted by this Debenture.

19. CURRENCY CLAUSES

19.1 Conversion

All monies received or held by the Security Agent or any Receiver under this Debenture may be converted into any other currency which the Security Agent considers necessary to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the

Security Agent's spot rate of exchange then prevailing for purchasing that other currency with the existing currency.

19.2 No Discharge

No payment to the Security Agent (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the relevant Chargor in respect of which it was made unless and until the Security Agent has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action against the relevant Chargor and shall be entitled to enforce the Security constituted by this Debenture to recover the amount of the shortfall.

20. NO SET-OFF

Each Chargor will pay all amounts payable under this Debenture without any set-off, counterclaim or deduction whatsoever unless required by law, in which event the Chargor will pay an additional amount to ensure that the payment recipient receives the amount which would have been payable had no deduction been required to have been made.

21. RULING OFF

If the Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Credit Documents) it may open a new account for the relevant Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to the relevant Chargor), as from the time it receives that notice, all payments made by the relevant Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the relevant Chargor and not as having been applied in reduction of the Secured Obligations.

22. REDEMPTION OF PRIOR CHARGES

The Security Agent may, at any time after an Acceleration Event which is continuing has occurred, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Chargor. Each Chargor will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

23. CHANGES TO PARTIES

23.1 Assignment by the Security Agent

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this Debenture in accordance with the Credit Documents.

23.2 New Subsidiaries

Each of the Chargors will procure that any new Subsidiary of it which is required to do so by the terms of the Credit Agreement executes a Security Accession Deed.

23.3 Consent of Chargors

Each Chargor consents to new Subsidiaries becoming Chargors as contemplated by Clause 23.2 above.

24. MISCELLANEOUS

24.1 Certificates Conclusive

A certificate or determination of the Security Agent as to any amount payable under this Debenture will be conclusive and binding on each Chargor, except in the case of manifest error.

24.2 Counterparts

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

24.3 Invalidity of any Provision

If any provision of this Debenture is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

24.4 Failure to Execute

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

25. GOVERNING LAW AND JURISDICTION

- (a) This Debenture and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Debenture) (a "**Dispute**"). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

IN WITNESS WHEREOF this Debenture has been duly executed as a deed and is delivered on the date first above written.

SCHEDULE 1
THE ORIGINAL CHARGORS

Chargor	Jurisdiction of Incorporation	Registered Number	Registered Address
Hercules Technologies Topco Limited	England and Wales	14150592	100 Bishopsgate, C/O Paul Hastings (Europe) LLP, London, United Kingdom, EC2N 4AG
Hercules Technologies Bidco Limited	England and Wales	14154460	100 Bishopsgate, C/O Paul Hastings (Europe) LLP, London, United Kingdom, EC2N 4AG
Quor Group Limited	England and Wales	07834364	First Floor, Victory House Vision Park, Histon, Cambridge, CB24 9ZR

SCHEDULE 2
REAL PROPERTY

REGISTERED LAND

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
Quor Group Limited	Cambridgeshire, South Cambridgeshire	Suite 2 of First Floor, Victory House, Vision Park, Chivers Way, Histon, Cambridge CB24 9ZR	Leasehold	CB170578

UNREGISTERED LAND

None at the date of this Debenture.

SCHEDULE 3
INTELLECTUAL PROPERTY

Name of Chargor	Trademark/Patent/ Registered Design	Territory of Registration	Registration/ Application Number	Date of Registration/ Application
Quor Group Limited	Trademark	UK	UK00906859771	13 August 2009/23 April 2008
Quor Group Limited	Trademark	UK	UK00906859839	25 September 2009/23 April 2008
Quor Group Limited	Trademark	EU	006859771	13 August 2009/23 April 2008
Quor Group Limited	Trademark	EU	006859839	25 September 2009/23 April 2008
Quor Group Limited	Trademark	US	2169813	30 June 1998/3 November 1994

SCHEDULE 4

FORM OF ACCOUNT NOTICE

To: [insert name and address of Account Bank] (the "Account Bank")

Dated: [•]

Dear Sirs

Re: The [•] Group of Companies - Security over Bank Accounts

We notify you that [insert name of Chargor] (the "Chargor") and certain other companies identified in the schedule to this notice (together the "Customers") charged to [insert name of Security Agent] (the "Security Agent") for the benefit of itself and certain other banks and financial institutions all their right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by the Customers (the "Charged Accounts") and to all interest (if any) accruing on the Charged Accounts by way of a supplemental debenture dated [•].

1. We irrevocably authorise and instruct you:

- (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent; and
- (b) to disclose to the Security Agent any information relating to the Chargor and the Charged Accounts which the Security Agent may from time to time request you to provide.

2. We also advise you that:

- (a) by counter-signing this notice the Security Agent confirms that the Customers may make withdrawals from the Accounts until such time as the Security Agent shall notify you (with a copy to the Chargor) in writing that their permission is withdrawn. That permission may be withdrawn or modified by the Security Agent in its absolute discretion at any time; and
- (b) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.

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

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you have not received notice that any Customer has assigned its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;
- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent; and
- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Charged Accounts.

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

Schedule

	Customer	Account Number	Sort Code
[•]		[•]	[•]

Yours faithfully

[name of Chargor]

[name of Security Agent]

By
Authorised Signatory

By
Authorised Signatory

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

.....
for and on behalf of
[Insert name of Account Bank]

Dated: [•]

SCHEDULE 5

FORM OF COUNTERPARTY NOTICE

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

Dated: [•]

Dear Sirs

Re: *[here identify the relevant Assigned Agreement]* (the "Agreement")

We notify you that, *[insert name of Original Chargor]* (the "Chargor") has [charged in favour of and assigned to] *[insert name of Security Agent]* (the "Security Agent") for the benefit of itself and certain other banks and financial institutions (the "Secured Parties") all its right, title and interest in the Agreement as security for certain obligations owed by the Chargor to the Secured Parties by way of a supplemental debenture dated [•].

We further notify you that:

1. you may continue to deal with the Chargor in relation to the Agreement until you receive written notice to the contrary from the Security Agent. Thereafter the Chargor will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent; and
2. the provisions of this notice may only be revoked with the written consent of the Security Agent.

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

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you have not received notice that the Chargor has assigned its rights under the agreement to a third party or created any other interest (whether by way of security or otherwise) in the agreement in favour of a third party; and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Agreement.

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

Yours faithfully

[name of Chargor]

[name of Security Agent]

By
Authorised Signatory

By
Authorised Signatory

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

.....
for and on behalf of
[Insert name of counterparty]

Dated: [•]

SCHEDULE 6
FORM OF NOTICE OF ASSIGNMENT OF INSURANCE

To: [insert name and address of insurance company]

Dated: [•]

Dear Sirs,

Re: [here identify the relevant Insurance Policy(ies)] (the "Policies")

We hereby notify you that [insert name of relevant Chargor] (the "**Chargor**") has [charged in favour of and assigned to [insert name of Security Agent] (the "**Security Agent**") for the benefit of itself and certain other banks and financial institutions (the "**Secured Parties**") all its right, title and interest in the Policies as security for certain obligations owed by the Chargor to the Secured Parties by way of a supplemental debenture dated [•].

We further notify you that:

1. you may continue to deal with the Chargor in relation to the Policies until you receive written notice to the contrary from the Security Agent. Thereafter the Chargor will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Security Agent;
2. following notice from the Security Agent that the security has become enforceable, you must hold all sums from time to time due and payable by you to us under the Policies to the order of the Security Agent; and
4. the provisions of this notice may only be revoked with the written consent of the Security Agent.

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

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you have not received notice that the Chargor has assigned its rights under the Policies to a third party or created any other interest (whether by way of Security or otherwise) in the Policies in favour of a third party;
- (c) the Security Agent shall not in any circumstances be liable for the premiums in relation to the Policies; and
- (d) the Policies shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Security Agent.

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

Yours faithfully

.....
for and on behalf of

[insert name of Chargor]

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

.....
for and on behalf of

[Insert name of insurance company]

Dated: [•]

SCHEDULE 7

FORM OF SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on [•]

BETWEEN:

- (1) [•] **Limited**, a company incorporated in England and Wales with registered number [•] (the “**New Chargor**”); and
- (2) [•] as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

RECITAL:

This deed is supplemental to a supplemental debenture dated [•] between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented by earlier Security Accession Deeds (if any) (the “**Debenture**”).

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this deed.

1.2 Construction

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the “Debenture” and other similar expressions were references to this deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

The New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that, subject to any limits on its liability specifically recorded in the Credit Documents, it will on demand pay the Secured Obligations when they fall due for payment.

2.3 Original Debenture

- (a) This Deed and the Debenture are in addition, and without prejudice, to the Original Debenture. The Parties agree that the Original Debenture continues in full force and effect and continues to secure the Secured Obligations.
- (b) Without prejudice to the generality of paragraph above:
 - (i) any reference to a fixed charge (in Clause 2.4 (*Specific Security*)) and a “first” floating charge (in Clause 2.5 (*Floating Charge*)) or an assignment is qualified by and subject to the Security created by the Original Debenture in respect of the relevant Charged Property;

- (ii) any reference to Security being created by this Deed "with full title guarantee" is qualified by and subject to the Security created by the Original Debenture in respect of the relevant Charged Property;
- (iii) the deposit with the Security Agent under the Original Debenture (including in connection with a security accession deed thereto) of any title document required to be deposited with the Security Agent under Clause 7.1 (*Title Documents*) of the Debenture shall be deemed to satisfy the New Chargor's obligation under Clause 7.1 (*Title Documents*) of the Debenture to the extent any such title document is identical to the document required to be delivered pursuant to this Deed;
- (iv) the covenants of the New Chargor contained in Clause 3 (*Negative Pledge*) are qualified by and subject to the Security created by the Original Debenture in respect of the Charged Property;
- (v) the creation of any Security pursuant to (and the compliance by the New Chargor with the terms of) this Deed does not and will not constitute a breach of any representation, warranty or undertaking in the Original Debenture; and
- (vi) the performance of, and compliance with, any undertaking, requirement or obligation by the New Chargor under this Deed constitutes the performance of, and compliance with, the identical undertaking, requirement or obligation under the Original Debenture and further, the performance of, and compliance with, any undertaking, requirement or obligation by the New Chargor under the Original Debenture (to the extent any such undertaking, requirement or obligation relates to an identical asset constituting Charged Property under this Deed) will be deemed to constitute the performance of, and compliance with, the identical undertaking, requirement or obligation by the New Chargor under this Deed,

unless and to the extent that, notwithstanding the agreement set out in paragraph (b) above, the relevant Security created by, or a relevant provision of, the Original Debenture is or becomes ineffective.

- (c) Where this deed purports to create a "first fixed charge", "first legal mortgage" or a "first floating charge", the New Chargor will not be in breach of the terms of this Deed or any other Credit Document where the Security created by this Deed is not first ranking solely due to the creation of prior Security pursuant to the Original Debenture.

2.4 Specific Security

The New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest by way of fixed charge (and in respect of Real Property by way of first legal mortgage and first fixed charge only to the extent not so mortgaged):

- (a) all the Shares and all corresponding Related Rights;
- (b) all Other Debts and all rights and claims against third parties in respect of those Other Debts;
- (c) all monies standing to the credit of the Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts;
- (d) all Trading Receivables and any corresponding Related Rights;

- (e) all Real Property;
- (f) all Intellectual Property;
- (g) all the Insurance Policies;
- (h) all Personal Chattels; and
- (i) all uncalled capital and goodwill.

2.5 Floating charge

- (a) As further security for the payment of the Secured Obligations, the New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.

2.6 Property Restricting Charging

For the avoidance of doubt, all and any Excluded Assets owned by the New Chargor or in which the New Chargor has any interest shall be excluded from the charge created by Clause 2.4.

3. NEGATIVE PLEDGE

The New Chargor may not:

- (a) create or agree to create or permit to subsist any Security over all or any part of the Charged Property; or
 - (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 2.5 (*Floating Charge*) on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same or agree or attempt to do so; or
 - (c) dispose of the equity of redemption in respect of all or any part of the Charged Property;
- except as not prohibited by any Credit Document or with the prior consent of the Security Agent.

4. CONSTRUCTION OF DEBENTURE

- (a) The Debenture shall remain in full force and effect as supplemented by this deed.
- (b) The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" and other similar expressions will be deemed to be references to the Debenture as supplemented by this deed.

5. DESIGNATION AS A CREDIT DOCUMENT

This deed is designated as a Credit Document.

6. FAILURE TO EXECUTE

Failure by one or more parties ("**Non-Signatories**") to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this

Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

7. GOVERNING LAW

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

IN WITNESS WHEREOF this deed has been duly executed on the date first above written.

SIGNATORIES TO DEED OF ACCESSION

New Chargor

EXECUTED AS A DEED by)

[•])

acting by a director or)

two authorised signatories)

Name(s)

Witness's Signature

(if signed by one director only)

Name

Address

Notice Details

Address:

Attention:

The Security Agent

EXECUTED AS A DEED by)

[•])

acting by its authorised signatory)

in the presence of:)

.....
Name of Authorised Signatory

.....
Title of Authorised Signatory

Notice Details

Address:

Attention:

SCHEDULE 8
SHARES

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
Hercules Technologies Topco Limited	Hercules Technologies Bidco Limited	11,680,771 ordinary
Hercules Technologies Bidco Limited	Quor Group Limited	1,200 ordinary

SIGNATORIES TO DEBENTURE

The Original Chargors

EXECUTED AS A DEED by
HERCULES TECHNOLOGIES
TOPCO LIMITED
acting by

)
)
)
)

Name

DocuSigned by:

[Redacted Signature]

17FEC9A252F542D...

Title: Director

Andrew Brito

)
)
)
)

Name

DocuSigned by:

[Redacted Signature]

B996A19BE8674A7...

Title: Director

Stephen Henkenmeier

Notice Details

Address: 1300 El Camino Real, Suite 300, Menlo Park, CA 94025

Attention: Ishan Manaktala and Stephen Henkenmeier

EXECUTED AS A DEED by
HERCULES TECHNOLOGIES
BIDCO LIMITED
acting by

)
)
)
)

Name

DocuSigned by:

[Redacted Signature]

17FEC9A252F542D

Title: Director

Andrew Brito

)
)
)
)

Name

DocuSigned by:

[Redacted Signature]

B596A19BE8674A7

Title: Director

Stephen Henkenmeier

Notice Details

Address: 1300 El Camino Real, Suite 300, Menlo Park, CA 94025

Attention: Ishan Manaktala and Stephen Henkenmeier

EXECUTED AS A DEED by
QUOR GROUP LIMITED
acting by

)
)
)
)

Name

DocuSigned by:

[Redacted Signature]

17FEC9A252F342D...

Title: Director

Andrew Brito

)
)
)
)

Name

DocuSigned by:

[Redacted Signature]

B595A19BE8874A7...

Title: Director

Stephen Henkenmeier

Notice Details

Address: 1300 El Camino Real, Suite 300, Menlo Park, CA 94025

Attention: Ishan Manaktala and Stephen Henkenmeier

The Security Agent

EXECUTED AS A DEED by

TREE LINE CAPITAL PARTNERS, LLC

acting by its authorised signatory

in the presence of:

)
)
)
)



Tom Quimby

.....
Name of Authorised Signatory

Managing Partner

.....
Title of Authorised Signatory

Notice Details

Address: Tree Line Direct Lending, LP

3 Embarcadero, Suite 2320

San Francisco, CA 94111

Attention: Frank Cupido