

MR01

Particulars of a charge

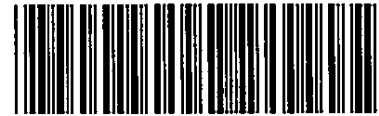
Laserform
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A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR0



LD8

"L4L9ZPYH"

30/11/2015

#78

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1

Company details

Company number 0 8 3 6 8 4 8 4

Company name in full BBI Resources Limited

For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date 2 0 1 1 2 0 1 5

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name HSBC Corporate Trustee Company (UK) Limited as Security
Agent (as trustee for each of the Secured Parties)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01**Particulars of a charge**

4	Brief description	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument</p>	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"</p> <p>Please limit the description to the available space</p>
Brief description			
5	Other charge or fixed security	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input checked="" type="checkbox"/> Yes</p>	
7	Negative Pledge	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ①	<p>You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge</p> <p><input type="checkbox"/></p>	<p>① This statement may be filed after the registration of the charge (use form MR06)</p>
9	Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>Chifford Chance LLP</i> X</p> <p>This form must be signed by a person with an interest in the charge</p>	
Signature			

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Byamba Enkhbayar/70-40605480**

Company name **Clifford Chance LLP**

Address **10 Upper Bank Street**

Post town **London**

County/Region

Postcode **E 1 4 S J J**

Country **United Kingdom**

DX **149120 Canary Wharf 3**

Telephone **020 7006 3443**



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following.

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate.
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8368484

Charge code: 0836 8484 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th November 2015 and created by BBI RESOURCES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th November 2015

DL

Given at Companies House, Cardiff on 7th December 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

**C L I F F O R D
C H A N C E**

CLIFFORD CHANCE LLP

EXECUTION VERSION

DATED 20 NOVEMBER 2015

THE COMPANIES LISTED IN SCHEDULE 1
AS CHARGORS

IN FAVOUR OF

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
AS SECURITY AGENT

DEBENTURE

We hereby certify that, save for material redacted
pursuant to s 859G of the Companies Act 2006, this
is a true copy of the original

Signed Clifford Chance LLP

Date 27/11/15

Clifford Chance LLP
10 Upper Bank Street
London E14 5WJ

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THIS DEBENTURE is made by way of deed on 20 November 2015

BY

- (1) **THE COMPANIES** listed in Schedule 1 (*The Chargors*) (together the "**Chargors**" and each a "**Chargor**") in favour of
- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as trustee for each of the Secured Parties on the terms and conditions set out in the Facility Agreement (the "**Security Agent**")

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture

"Account" means each of the accounts opened or maintained by any Chargor with the Security Agent, any bank, building society, financial institution or other person (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby

"Administration Event" means

- (a) the presentation of an application to the court for the making of an administration order in relation to any Chargor, or
- (b) the giving of written notice by any person (who is entitled to do so) of its intention to appoint an administrator of any Chargor or the filing of such a notice with the court

"Charged Assets" means all of the assets and undertaking of each Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Security Agent by or pursuant to this Debenture

"Collateral Rights" means all rights, powers and remedies of the Security Agent provided by or pursuant to this Debenture or by law

"Control Account" means the account identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account and any renewal, redesignation, replacement, subdivision or subaccount of such account

"Excluded Real Property" means any real estate comprising rack rent leases or leases with a remaining term of less than 25 years

"Facility Agreement" means the Senior Facilities Agreement dated 2 July 2015 between, amongst others, Eagle SPV 3 Limited as parent, Eagle SPV 4 Limited as the company, HSBC Corporate Trustee Company (UK) Limited as Security Agent and HSBC Bank plc as Agent (as amended and restated on 27 August 2015)

"Fixed Security" means any mortgage, fixed charge or assignment expressed to be created by or pursuant to Clause 4 (*Fixed Security*) of this Debenture

"Insurance Policy" means each policy of insurance specified in Schedule 7 (*Insurance Policies*) and any policy of insurance in which any Chargor may from time to time have an interest (as amended or supplemented)

"Intellectual Property" means the intellectual property specified in Schedule 6 (*Intellectual Property*) and any patents, trade marks, service marks, designs, business and trade names, copyrights, database rights, design rights, moral rights, inventions, confidential information, knowhow, domain names and other intellectual property rights and interests, whether registered or unregistered, and the benefit of all applications and rights to use such assets in which any Chargor may from time to time have an interest

"Investments" means any

- (a) stocks, shares, debentures, securities and certificates of deposit and other instruments creating or acknowledging indebtedness, including alternative finance investment bonds (but not including the Shares),
- (b) interests in collective investment schemes, in whatever form or jurisdiction any such scheme is established, including partnership interests,
- (c) warrants and other instruments entitling the holder to subscribe for or acquire any investments described in paragraphs (a) or (b) above,
- (d) certificates and other instruments conferring contractual or property rights (other than options) in respect of the investments in paragraphs (a), (b) or (c) above, and
- (e) options to acquire any investments described in paragraphs (a), (b), (c) or (d) above,

in each case whether held directly by or to the order of any Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on its behalf (including all rights against any such trustee, nominee, custodian, fiduciary or clearance system including, without limitation, any contractual rights or any right to delivery of all or any part of such investments from time to time)

"Material Insurance Policy" means each policy of insurance specified in Schedule 7 (*Insurance Policies*) and any other material policy of insurance in which any Chargor may from time to time have an interest (as amended or supplemented)

"Material Intellectual Property" means the intellectual property specified in Schedule 6 (*Intellectual Property*) and all such other Intellectual Property which is necessary for the Group's business

"Monetary Claims" means any book and other debts and monetary claims owing to any Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment,

any court order or judgment, any contract or agreement to which any Chargor is a party and any other assets, property, rights or undertaking of that Chargor)

"Mortgaged Property" means the freehold and leasehold property specified in Schedule 2 (*Mortgaged Property*)

"Notice of Assignment" means a notice of assignment in substantially the form set out in Schedule 8 (*Form of Notice of Security to Account Bank*), Schedule 9 (*Form of Notice of Assignment of Specific Contract or intercompany loan*) and Schedule 10 (*Form of Notice of Assignment of Insurance Policy*) or in such form as may be specified by the Security Agent

"Notice of Charge" means a notice of charge in substantially the form set out in Schedule 8 (*Form of Notice of Security to Account Bank*) or in such form as may be specified by the Security Agent

"Real Property" means (including as provided in Clause 1.6 (*Real Property*)), the Mortgaged Property and any present or future freehold or leasehold or immovable property and any other interest in land or buildings and any rights relating thereto in which any Chargor has an interest, provided that the Excluded Real Property shall not be deemed to constitute part of the Charged Assets.

"Receiver" means a receiver, receiver and manager or, where permitted by law, an administrative receiver and that term will include any appointee made under a joint or several appointment

"Related Rights" means, in relation to any asset

- (a) the proceeds of sale or rental of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset

"Secured Obligations" means all present and future obligations and liabilities at any time due, owing or incurred by each Chargor to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any other Secured Party under or pursuant to each of the Finance Documents, whether actual or contingent, whether originally incurred by that Chargor or by any other person and whether incurred solely or jointly and as principal or surety or in any other capacity, including any liability in respect of any further advances made under the Finance Documents, except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful, prohibited or invalid by or under any applicable law.

"Security Period" means the period beginning on the date of this Debenture and ending on the date on which the Security Agent is satisfied that the Secured

Obligations have been irrevocably and unconditionally paid or discharged in full and no Secured Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to any Chargor or any other person under any of the Finance Documents.

"**Shares**" means the stocks, shares, debentures and other securities listed in Schedule 4 (*Shares and Investments*) and all of each Chargor's other present and future shares in the capital of any Obligor from time to time held by, to the order, or on behalf, of each Chargor

"**Specific Contracts**" means the contracts listed in Schedule 5 (*Specific Contracts*)

"**Tangible Moveable Property**" means any plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels (excluding any for the time being forming part of any Chargor's stock in trade or work in progress)

1 2 Terms defined in other Finance Documents

Unless defined in this Debenture, or the context otherwise requires, a term defined in the Facility Agreement or in any other Finance Document has the same meaning in this Debenture, or any notice given under or in connection with this Debenture

1 3 Construction

In this Debenture

- (a) the rules of interpretation contained in clauses 1 2 (*Construction*) and 1 3 (*Currency Symbols and definitions*) of the Facility Agreement shall apply to the construction of this Debenture, or in any notice given under or in connection with this Debenture;
- (b) any reference to the "**Security Agent**", the "**Secured Parties**", the "**Finance Parties**", a "**Chargor**" or any "**Obligor**" shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective interests and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Facility Agreement,
- (c) any reference to "**including**" and "**include**" shall mean including and include "without limitation" and any words following such terms shall be construed as illustrative and shall not limit the meaning or scope of the phrase or words preceding such terms, and
- (d) references in this Debenture to any Clause or Schedule shall be to a Clause or Schedule contained in this Debenture.

1 4 Incorporation of provisions from Facility Agreement and other Finance Documents

Clauses 16 (*Tax gross up and indemnities*), 18 (*Other indemnities*), 36 1 (*Accounts*), 36 2 (*Certificates and determinations*) and 39 (*Amendments and waivers*) of the Facility Agreement are deemed to form part of this Debenture as if expressly

incorporated into it and as if all references in those clauses to the Facility Agreement were references to this Debenture

The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Debenture to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

1.5 Present and future assets

- (a) A reference in this Debenture to any Mortgaged Property, Charged Asset or other asset includes, unless the contrary intention appears, present and future Mortgaged Property, Charged Assets and other assets
- (b) The absence of or incomplete details of any Charged Assets in any Schedule shall not affect the validity or enforceability of any Security under this Debenture

1.6 Real Property

- (a) A reference in this Debenture to any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.
- (b) The terms of the Facility Agreement and each other Finance Document are incorporated into this Debenture and each other Finance Document to the extent required for any purported disposition of any Real Property contained in any Finance Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

1.7 Separate Security

Clauses 4.1 (*Mortgage of Real Property*) to clause 4.11 (*Assignment of Insurance Policies*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined in this Debenture and the failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Debenture or any act or omission by any party) over any one asset shall not affect the nature or validity of the mortgage, charge or assignment imposed on any other asset whether within that same class of assets or not

1.8 Security Agent assumes no obligation

The Security Agent shall not be under any obligation in relation to the Charged Assets as a consequence of this Debenture and each Chargor shall at all times remain liable to perform all obligations in respect of the Charged Assets

1 9 Third Party Rights

Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the Third Parties Rights Act) to enforce or to enjoy the benefit of any term of this Debenture

Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Debenture at any time

Any Receiver, or any delegate of the Security Agent or any Receiver may, subject to this Clause 1 9 (*Third Party Rights*) and the Third Parties Rights Act, rely on any Clause of this Debenture which expressly confers rights on it

2 COVENANT TO PAY

2 1 Covenant to pay

Each Chargor covenants with the Security Agent that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Obligations in accordance with their respective terms

2 2 Default interest

If any Chargor fails to pay any amount payable by it under this Debenture on its due date, interest shall accrue on the overdue amount (both before and after judgment) from the date of demand until the date of payment calculated on a daily basis at the rate determined in accordance with and on the terms set out in, clause 12 3 (*Default interest*) of the Facility Agreement

3 COMMON PROVISIONS

3 1 Common provisions as to all Security

All the Security created by or pursuant to this Debenture is

- (a) created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994;
- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Debenture and the Security created by or pursuant to it on trust for the Secured Parties, and
- (c) continuing security for the payment and discharge of all the Secured Obligations

3.2 Consent for Fixed Security

- (a) Each Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party.

- (b) Each Chargor shall exercise reasonable endeavours to obtaining any necessary consent to such Fixed Security from any relevant third party if the relevant asset is material and subject to the Agreed Security Principles
- (c) To the extent that third party arrangements which are not prohibited by the Finance Documents prevent Fixed Security from being taken over certain assets, those assets shall not be subject to the Fixed Security which such third party arrangements prevent **provided that** each Chargor complies with paragraph (b) of this Clause Once any necessary consent has been obtained such assets shall be subject to the relevant Fixed Security.

3 3 No obligations in relation to Charged Assets

The Security Agent is not obliged to do any of the following in respect of any Charged Assets:

- (a) perform any obligation of any Chargor,
- (b) make any payment,
- (c) make any enquiry as to the nature or sufficiency of any payment received by it or any Chargor,
- (d) present or file any claim or take any other action to collect or enforce the payment of any amount to which it or any Chargor may be entitled, or
- (e) exercise any rights to which it or any Chargor may be entitled

4 FIXED SECURITY

4 1 Mortgage of Real Property

Each Chargor charges, by way of first legal mortgage, its Mortgaged Property

4 2 Fixed charge over Real Property

Each Chargor charges (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 4.1 (*Mortgage of Real Property*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Real Property and all Related Rights

4 3 Fixed charge over Tangible Moveable Property

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Tangible Moveable Property and all Related Rights

4.4 Fixed charge over Accounts

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Accounts and all Related Rights

4 5 Fixed charge over contracts

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any contract or agreement to which that Chargor is a party (except for the Specific Contracts, Insurance Policies and any intercompany loans assigned pursuant to Clause 4.13(b)) including Hedging Agreements, each of its interest or currency rate swap, cap, floor, collar or option transactions and all Related Rights

4 6 Fixed charge over Monetary Claims

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture) and all Related Rights (to the extent not already charged under this Clause 4 6)

4 7 Fixed charge over Investments

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise)

4.8 Fixed charge over Shares

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise)

4 9 Fixed charge over Intellectual Property

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property and all Related Rights

4 10 Fixed charge over goodwill

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any goodwill, rights and claims in relation to the uncalled capital of that Chargor

4 11 Fixed charge over other assets

Each Chargor charges (to the extent not validly and effectively assigned pursuant to Clauses 4 12 (*Assignment of Accounts*) to 4 14 (*Assignment of Insurance Policies*), by way of first fixed charge, all of its rights, title and interest from time to time in and to, and all Related Rights in relation to, each Specific Contract, Control Account and Insurance Policy of that Chargor and any intercompany loan entered into by that Chargor and any other member of the Group

4 12 Assignment of Accounts

Each Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to each Control Account of that Chargor and all Related Rights

4 13 Assignment of Specific Contracts and intercompany loans

- (a) Each Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to each Specific Contract of that Chargor and all Related Rights
- (b) Each Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to all intercompany loans entered into by that Chargor and any other member of the Group and all Related Rights

4 14 Assignment of Insurance Policies

Each Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to the proceeds of each Insurance Policy of that Chargor and all Related Rights

5. FLOATING CHARGE

5 1 Floating Charge

- (a) Each Chargor charges by way of first floating charge in favour of the Security Agent all present and future assets and undertaking of that Chargor
- (b) The floating charge created pursuant to paragraph (a) of Clause 5 1 above shall be deferred in point of priority to all Fixed Security validly and effectively created by that Chargor under the Finance Documents in favour of the Security Agent as security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) of Clause 5 1 above

5 2 Crystallisation: by notice

The Security Agent may at any time by notice in writing to any Chargor convert the floating charge created pursuant to Clause 5 1 (Floating Charge) with immediate effect into a fixed charge as regards any property or assets specified in the notice if

- (a) a Declared Default has occurred;
- (b) the Charged Assets may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process, or
- (c) it is desirable in order to protect the priority of the security

5.3 Crystallisation: automatic

Notwithstanding Clause 5.2 (*Crystallisation. by notice*) and without prejudice to any law which may have a similar effect, the floating charge created pursuant to Clause 5.1 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if

- (a) any Chargor creates or attempts to create any Security (other than any Security permitted under the terms of the Facility Agreement), over any of the Charged Assets,
- (b) any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets,
- (c) an Administration Event occurs;
- (d) a Receiver is appointed over all or any of the Charged Assets,
- (e) a meeting is convened for the passing of a resolution for the voluntary winding-up of any Chargor (other than to the extent permitted under the terms of the Facility Agreement),
- (f) (other than to the extent permitted under the terms of the Facility Agreement) a petition is presented for the compulsory winding-up of any Chargor,
- (g) (other than to the extent permitted under the terms of the Facility Agreement) a provisional liquidator is appointed to any Chargor, or
- (h) (other than to the extent permitted by the Facility Agreement) a resolution is passed or an order is made for the dissolution or reorganisation of any Chargor,

or any analogous procedure or step is taken in any jurisdiction

6 PROVISIONS AS TO SECURITY AND PERFECTION

6.1 Negative pledge and restriction on dealings

Except as permitted under the Facility Agreement (or with the prior consent of the Security Agent) no Chargor shall at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets

6.2 Implied covenants for title

- (a) The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 4 (*Fixed Security*) or 5 (*Floating Charge*)
- (b) It shall be implied in respect of Clauses 4 (*Fixed Security*) that each Chargor is disposing of the Charged Assets free from all charges and incumbrances

(whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment)

6 3 Notice of Security: Accounts

- (a) **Control Accounts.** Each Chargor shall, within 5 Business Days of this Debenture or, if later, promptly upon the designation at any time by the Security Agent of any Account as a Control Account, deliver to the Security Agent (or procure the delivery of) a Notice of Assignment duly executed by, or on behalf of, that Chargor in respect of each Control Account, and each such Chargor shall use all reasonable endeavours to procure from each account bank, building society, financial institution or other person with which any Control Account is opened or maintained, an acknowledgement in the form set out in such Notice of Assignment within 60 days of service
- (b) **Other Accounts.** Each Chargor shall, if requested by the Security Agent from time to time after the occurrence of a Declared Default, promptly deliver to the Security Agent (or procure the delivery of) a Notice of Charge in relation to the Accounts (except any Control Account) duly executed by, or on behalf of, that Chargor and each such Chargor shall use all reasonable endeavours to procure from each account bank, building society, financial institution or other person with which any Account is opened or maintained, an acknowledgement in the form set out in such Notice of Charge
- (c) The execution of this Debenture by each Chargor and the Security Agent shall constitute notice to the Security Agent of the charge created over any Account opened or maintained with the Security Agent

6 4 Notice of Security: Insurance Policies

Subject to the Agreed Security Principles, each Chargor shall, within 5 Business Days of this Debenture or, if later, promptly upon entry into a Material Insurance Policy, deliver to the Security Agent (or procure the delivery of) a Notice of Assignment duly executed by, or on behalf of, that Chargor in respect of each Material Insurance Policy, and each such Chargor shall use all reasonable endeavours to procure from each insurance provider or other person with which any Material Insurance Policy is or has been entered into with, an acknowledgement in the form set out in such Notice of Assignment within 60 days of service.

6 5 Notice of Security: Monetary Claims

Subject to the Agreed Security Principles, each Chargor shall, within 5 Business Days of this Debenture or, if later, promptly upon receipt of a Monetary Claim, deliver to the Security Agent (or procure the delivery of) a Notice of Charge duly executed by, or on behalf of, that Chargor in respect of each Monetary Claim **provided that** no Chargor shall be required to send such Notice of Charge if doing so would prevent that Chargor from dealing with the relevant Monetary Claim in the ordinary course of business

6.6 Notice of Security: other assets

- (a) Each Chargor shall at any time following a Declared Default, promptly deliver to the Security Agent (or procure the delivery of) a Notice of Assignment or a Notice of Charge (as appropriate) duly executed by, or on behalf of, that Chargor in relation to any asset (other than to the extent already delivered pursuant to Clauses 6.3 (*Notice of Security Accounts*) to Clause 6.5 (*Notice of Security Monetary Claims*), which is the subject of the Fixed Security and any floating charge which is converted into a fixed charge pursuant to Clauses 5.2 (*Crystallisation automatic*))
- (b) Each Chargor shall use its reasonable endeavours to procure from each recipient of such a Notice of Assignment or a Notice of Charge (as appropriate) an acknowledgement in the form set out therein

6.7 Deposit of documents of title: Investments

After the occurrence of a Declared Default, each Chargor shall promptly, on the request of the Security Agent, deposit with the Security Agent (or procure the deposit of) all of the Investments and any certificates and other documents of title representing the Investments to which that Chargor (or its nominee(s)) is or becomes entitled, together with any other document which the Security Agent may reasonably request (in such form and executed in such manner as the Security Agent may reasonably require (including stock transfer forms or other instruments of transfer executed in blank by it or on its behalf), with a view to perfecting or improving its security over the Investments or to registering any Investment in its name or the name of any nominee(s))

6.8 Deposit of share certificates

Each Chargor shall

- (a) within five Business Days of the date of this Debenture (and upon its coming into possession thereof at any time), deposit with the Security Agent (or procure the deposit of) all certificates or other documents of title to the Shares and stock transfer forms (executed in blank by it or on its behalf) in respect of the Shares, and
- (b) promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares (or upon acquiring any interest therein), notify the Security Agent of that occurrence and deposit with the Security Agent (or procure the deposit of) (i) all certificates or other documents of title representing such assets and (ii) such stock transfer forms or other instruments of transfer (executed in blank by it or on its behalf) in respect thereof as the Security Agent may request

6.9 Deposit of title deeds

Each Chargor shall

- (a) on the date of this Debenture (and promptly upon the acquisition by it of any interest in any Real Property at any time) deposit with the Security Agent (or

procure the deposit of) all deeds, certificates and other documents constituting or evidencing title to such Real Property and which is intended to be subject to the Fixed Security, unless such deeds, certificates or documents are with the Land Registry, and

- (b) at any time thereafter deposit with the Security Agent (or procure the deposit of) any further such deeds, certificates and other documents, promptly upon coming into possession of any of those items, unless such deeds, certificates or documents are with the Land Registry

6 10 Application to the Land Registry

Each Chargor hereby consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship Register of any registered land at any time forming part of the Real Property

"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 "

6.11 Registration of Material Intellectual Property

Subject to the Agreed Security Principles, each Chargor shall, if requested by the Security Agent, execute all such documents and do all such acts as the Security Agent may reasonably require to record the interest of the Security Agent in any registers relating to any registered Material Intellectual Property

6 12 Further advances

- (a) Subject to the terms of the Facility Agreement, each Lender is under an obligation to make further advances to each Chargor and that obligation will be deemed to be incorporated in this Debenture as if set out in this Debenture.
- (b) Each Chargor consents to an application being made to the Land Registry to enter the obligation to make further advances on the Charges Register of any registered land forming part of the Charged Assets

6 13 Custodians and nominees

The Security Agent may appoint and pay any person to act as a custodian or nominee on any terms in relation to all or any part of the Charged Assets as the Security Agent may determine and the Security Agent shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any such person or be bound to supervise the proceedings or acts of any such person

7 FURTHER ASSURANCE

7.1 Extension of implied covenant

The covenant 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 Clause 25.32 (*Further Assurance*) of the Senior Facilities Agreement

7.2 Consents

- (a) Each Chargor shall, as soon as possible, use its reasonable endeavours to obtain any consents necessary or to remove any restriction on the creation of Security (in each case in form and substance satisfactory to the Security Agent, acting reasonably) to enable the assets of that Chargor to be the subject of the relevant Fixed Security pursuant to this Debenture
- (b) Immediately upon obtaining any such consent or removing any such restriction, the asset concerned will become subject to that Fixed Security and each relevant Chargor shall promptly deliver a copy of such consent or evidence of such removal to the Security Agent.

8 SHARES AND INVESTMENTS

8.1 Voting rights and dividends prior to a Declared Default

Prior to the occurrence of a Declared Default, each Chargor shall

- (a) be entitled to receive and retain all dividends, interest and other monies arising from the Shares and Investments,
- (b) be entitled to exercise (or refrain from exercising) all voting rights in relation to the Shares and Investments; and
- (c) deal with, and exercise (or refrain from exercising) any other powers and rights relating to the Shares and Investments in a manner not prohibited by the Finance Documents

8.2 Voting rights and dividends after a Declared Default

Upon the occurrence of a Declared Default, the Security Agent may, at its discretion, in the name of each Chargor or otherwise and without any further consent or authority from that Chargor

- (a) exercise (or refrain from exercising) any voting rights in respect of the Shares,
- (b) apply all dividends, interest and other monies arising from the Shares as though they were the proceeds of sale in accordance with Clause 17 (*Application of Proceeds*),
- (c) transfer the Shares into the name of the Security Agent or such nominee(s) of the Security Agent as it shall require, and

- (d) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares including the right, in relation to any company whose shares or other securities are included in the Shares, to concur or participate in.
 - (i) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);
 - (ii) the release, modification or variation of any rights or liabilities attaching to such shares or securities, and
 - (iii) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in the manner and on the terms the Security Agent thinks fit, and the proceeds of any such action shall form part of the Shares

8 3 Waiver of voting rights by Security Agent

- (a) The Security Agent may, in its absolute discretion and without any consent or authority from the other Secured Parties or any Chargor, at any time, by notice to any Chargor (which notice shall be irrevocable), with a copy to the Agent, elect to give up the right to exercise (or refrain from exercising) all voting rights and powers in respect of the Shares conferred or to be conferred on the Security Agent pursuant to Clause 8 2 (*Voting rights and dividends after a Declared Default*).
- (b) Once a notice has been issued by the Security Agent under paragraph (a) of this Clause 8 3, on and from the date of such notice the Security Agent shall cease to have the rights to exercise or refrain from exercising voting rights and powers in respect of the Shares conferred or to be conferred on it pursuant to Clause 8 2 (*Voting rights and dividends after a Declared Default*) or any other provision of this Debenture and all such rights will be exercisable by the relevant Chargor. Each Chargor shall be entitled, on and from the date of such notice, to exercise all voting rights and powers in relation to the Shares

8 4 Shares: Voting rights

No Chargor shall exercise (and shall procure that any nominee acting on its behalf does not exercise) its voting rights in relation to the Shares in any manner, or otherwise permit or agree to or concur or participate in any

- (a) variation of the rights attaching to or conferred by all or any part of the Shares,
- (b) increase in the issued share capital of any company whose shares are charged pursuant to this Debenture,
- (c) exercise, renunciation or assignment of any right to subscribe for any shares or securities, or

- (d) reconstruction, amalgamation, sale or other disposal of any company or any of the assets or undertaking of any company (including the exchange, conversion or reissue of any shares or securities as a consequence thereof) whose shares are charged pursuant to this Debenture,

which, in the opinion of the Security Agent, would prejudice the value of, or the ability of the Security Agent to realise, the Security created pursuant to this Debenture **provided that the proceeds of any such action shall form part of the Shares**

9 ACCOUNTS

9.1 Accounts: Notification and variation

Each Chargor shall promptly deliver to the Security Agent within five Business Days of the date of this Debenture (and, if any change occurs thereafter, on the date of such change), details of each Account opened or maintained by it with any bank, building society, financial institution or other person

9.2 Accounts: Operation before a Declared Default

Each Chargor shall, prior to the occurrence of a Declared Default, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account (other than a Control Account)

9.3 Accounts: Operation after a Declared Default

After the occurrence of a Declared Default no Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Security Agent

9.4 Control Accounts

- (a) No Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Control Account except with the prior consent of the Security Agent or as expressly permitted under the Facility Agreement
- (b) The Security Agent (on behalf of any Secured Party) may, at any time, upon the occurrence of a Declared Default, without prior notice exercise from time to time all rights, powers and remedies to
 - (i) demand and receive all and any monies due under or arising out of each Control Account; and
 - (ii) exercise all such rights as any Chargor was then entitled to exercise in relation to such Control Account or might, but for the terms of this Debenture, exercise

9.5 Accounts: Application of monies

The Security Agent shall, upon the occurrence of a Declared Default, be entitled without notice to apply, transfer or set-off any or all of the credit balances from time

to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 17 (*Application of Proceeds*)

10 MONETARY CLAIMS

10.1 Release of Monetary Claims: Before Declared Default

Prior to the occurrence of a Declared Default, each Chargor shall be free to deal with, pay, capitalise, set-off, compromise or forgive the proceeds of the realisation of Monetary Claims in the ordinary course of its business (subject to any restriction on the application of such proceeds contained in the Facility Agreement or the Intercreditor Agreement)

10.2 Release of Monetary Claims: After Declared Default

After the occurrence of a Declared Default, each Chargor shall credit the proceeds of all Monetary Claims into an Account and no Chargor shall, except with the prior written consent of the Security Agent, be entitled to withdraw or otherwise transfer the proceeds of the realisation of any Monetary Claims standing to the credit of any Account

11 INSURANCES

11.1 Application of Insurance proceeds

All monies received under any Insurance Policies relating to the Charged Assets shall (subject to the rights and claims of any person having prior rights to such monies)

- (a) prior to the occurrence of a Declared Default, be applied in accordance with the terms of the Facility Agreement, and
- (b) after the occurrence of a Declared Default, be held upon trust for the Security Agent pending payment to the Security Agent for application in accordance with Clause 17 (*Application of Proceeds*) and each Chargor waives any right it may have to require that any such monies are applied in reinstatement of any part of the Charged Assets

12 REAL PROPERTY

12.1 Property: Notification

Each Chargor shall as soon as reasonably practicable notify the Security Agent of any contract, conveyance, transfer or other disposition for the acquisition by that Chargor (or its nominee(s)) of any Real Property

13 ENFORCEMENT OF SECURITY

13.1 Enforcement

Any time after the occurrence of

- (a) a Declared Default,

- (b) an Administration Event,
- (c) any event or the receipt by the Security Agent of any information or the coming to the attention of the Security Agent of any other matter or thing whatsoever which causes the Security Agent to believe that all or a part of the Charged Assets is in danger of seizure, distress or other legal process or that all or any part of the Security created by or pursuant to this Debenture is otherwise for any reason whatsoever in jeopardy, or
- (d) a request from any Chargor to the Security Agent that it exercise any of its powers under this Debenture,

the Security created by or pursuant to this Debenture is immediately enforceable and the Security Agent may, without notice to any Chargor or prior authorisation from any court, in its absolute discretion:

- (i) secure and perfect its title to all or any part of the Charged Assets,
- (ii) enforce all or any part of that Security at the times, in the manner and on the terms it thinks fit or as the Instructing Group directs and take possession of and hold or dispose of all or any part of the Charged Assets (and any assets of the relevant Chargor which, when got in, would be part of the Charged Assets) at the times, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration), and
- (iii) whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Debenture) on mortgagees and by this Debenture on any Receiver or otherwise conferred by law on mortgagees or Receivers

13.2 Effect of moratorium

The Security Agent shall not be entitled to exercise its rights under Clause 13.1 (*Enforcement*) or Clause 5.2 (*Crystallisation by notice*) where the right arises as a result of a Declared Default occurring solely due to any person obtaining, or taking steps to obtain, a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

14 EXTENSION OF POWERS AND RIGHT OF APPROPRIATION

14.1 Extension of power of sale

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Debenture shall operate as a variation and extension of the statutory power of sale under section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on the date of this Debenture

14.2 Restrictions

The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or to the exercise by the Security Agent of its right to consolidate all or any of the Security created by or pursuant to this Debenture with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to any Chargor on or at any time after the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 13 (*Enforcement of Security*)

14.3 Power of leasing

- (a) The statutory powers of leasing may be exercised by the Security Agent at any time on or after this Debenture has become enforceable in accordance with Clause 13 (*Enforcement of Security*) and the Security Agent and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with sections 99 and 100 of the Law of Property Act 1925.
- (b) For the purposes of sections 99 and 100 of the Law of Property Act 1925, the expression "Mortgagor" will include any incumbrancer deriving title under any Chargor and neither section 99(18) nor section 100(12) of the Law of Property Act 1925 will apply
- (c) No Chargor shall have, at any time during the Security Period, the power pursuant to section 99 of the Law of Property Act 1925, to make any lease in respect of any Real Property without the prior written consent of the Security Agent or as permitted pursuant to the terms of the Facility Agreement.

14.4 Right of appropriation

After the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 13.1 (*Enforcement*) to the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003, as amended, (the "**Regulations**") apply to a Charged Asset, the Security Agent shall have the right to appropriate all or any part of that Charged Asset in or towards the payment or discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the relevant Chargor. For this purpose, the parties agree that the value of that Charged Asset shall be

- (a) in the case of cash, the amount standing to the credit of each of the Accounts, together with any accrued but unposted interest, at the time of appropriation, and
- (b) in the case of any Investments and/or Shares, the market value of such Investments and/or Shares determined by the Security Agent by reference to a public index or independent valuation, or by such other process as the Security Agent may select

In each case, the parties further agree that the method of valuation provided for in this Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations

14.5 Statutory powers

The powers conferred by this Debenture on the Security Agent are in addition to and not in substitution for the rights, powers, privileges and immunities conferred on mortgagees and mortgagees in possession under the Law of Property Act 1925, the Insolvency Act 1986 or otherwise by law (as extended by this Debenture) and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Assets. In the case of any conflict between the statutory powers contained in any such Acts and those conferred by this Debenture, the terms of this Debenture shall prevail.

15 APPOINTMENT OF RECEIVER

15.1 Appointment and removal

After the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 13.1 (*Enforcement*) or any Chargor so requests the Security Agent in writing at any time, the Security Agent may by deed, under seal or in writing under its hand (acting through an authorised officer of the Security Agent):

- (a) without prior notice to any Chargor
 - (i) appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets,
 - (ii) appoint two or more Receivers of separate parts of the Charged Assets,
 - (iii) remove (so far as it is lawfully able) any Receiver so appointed,
 - (iv) appoint another person(s) as an additional or replacement Receiver(s), and
 - (v) appoint one or more persons to be an administrator of any Chargor pursuant to paragraph 14 of Schedule B1 of the Insolvency Act 1986, and
- (b) following notice to the relevant Chargor, appoint one or more persons to be an administrator of any Chargor pursuant to paragraph 12 of Schedule B1 of the Insolvency Act 1986

15.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 15.1 (*Appointment and removal*) shall be:

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver,

- (b) the agent of each Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Agent, and
- (c) entitled to remuneration for his services at a rate to be fixed by the Security Agent from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925)

15 3 Statutory powers of appointment

- (a) The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Agent under the Law of Property Act 1925 (as extended by this Debenture) or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Assets
- (b) Any restriction on the right of a mortgagee to appoint a Receiver conferred by law (including under section 109(1) of the Law of Property Act 1925) does not apply to this Debenture
- (c) The Security Agent is not entitled to appoint a Receiver solely as a result of obtaining a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986
- (d) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Mortgaged Property if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies

15 4 Removal of Receiver

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) 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

15 5 No liability by reason of appointment

No Secured Party will incur any liability (either to any Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

15 6 Reservation of Security Agent's rights

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

16. POWERS OF RECEIVERS

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of any Chargor) have and be entitled to exercise, in relation to the Charged Assets (and any assets of any Chargor which, when got in, would be Charged Assets) in respect of which he was appointed, and as varied and extended by the provisions of this Debenture (in the name of or on behalf of any Chargor or in his own name and, in each case, at the cost of that Chargor)

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act,
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver),
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which any Chargor itself could do or omit to do; and
- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of any Chargor) which seem to the Receiver to be incidental or conducive to
 - (i) any of the functions, powers, authorities or discretions conferred on or vested in him,
 - (ii) the exercise of the Collateral Rights (including realisation of all or any part of the assets in respect of which that Receiver was appointed), or
 - (iii) bringing to his hands any assets of any Chargor forming part of, or which when got in would be, Charged Assets
- (e) the power to appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Debenture upon such terms as to remuneration or otherwise as the Receiver thinks fit
- (f) the power to discharge any person appointed by any Chargor.
- (g) the power to raise and borrow money either unsecured or on the security of any Mortgaged Property either in priority to this Security or otherwise and generally on any terms and for whatever purpose which the Receiver thinks fit
- (h) the power to sell, exchange, convert into money and realise any Mortgaged Property by public auction or private contract and generally in any manner and on any terms which the Receiver thinks fit The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which the Receiver thinks fit Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the relevant Chargor.

- (i) the power to let any Mortgaged Property for any term and at any rent (with or without a premium) which the Receiver thinks fit and may accept a surrender of any lease or tenancy of any Mortgaged Property on any terms which the Receiver thinks fit (including the payment of money to a lessee or tenant on a surrender).
- (j) the power to settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Mortgaged Property
- (k) the power to bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Mortgaged Property which the Receiver thinks fit.
- (l) the power to give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Mortgaged Property.
- (m) the power to form a Subsidiary of any Chargor and transfer to that Subsidiary any Mortgaged Property
- (n) the power to delegate his powers in accordance with this Debenture
- (o) the power to lend money or advance credit to any customer of any Chargor
- (p) the power to:
 - (i) effect any repair or insurance and do any other act which any Chargor might do in the ordinary conduct of its business to protect or improve any Mortgaged Property;
 - (ii) commence and/or complete any building operation, and
 - (iii) apply for and maintain any planning permission, building regulation approval or any other authorisation,in each case as the Receiver thinks fit
- (q) the power to
 - (i) do all other acts and things which the Receiver may consider desirable or necessary for realising any Mortgaged Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Debenture or law,
 - (ii) exercise in relation to any Mortgaged Property all the powers, authorities and things which the Receiver would be capable of exercising if the Receiver were the absolute beneficial owner of that Mortgaged Property, and
 - (iii) use the name of any Chargor for any of the above purposes

17 APPLICATION OF PROCEEDS

All monies received or recovered and any non-cash recoveries made or received by the Security Agent or any Receiver pursuant to this Debenture or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied first in the payment or other discharge of the costs, charges and expenses incurred and payments made by the Receiver, the payment or other discharge of his remuneration and of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by the Security Agent (notwithstanding any purported appropriation by any Chargor) in accordance with the terms of the Facility Agreement. This Clause is subject to the payment of any claims having priority over this Security as a matter of law. This Clause does not prejudice the right of any Secured Party to recover any shortfall from an Obligor.

18 PROTECTION OF PURCHASERS

18.1 Consideration

The receipt of the Security Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Assets or making any acquisition, the Security Agent or any Receiver may do so for such consideration (whether cash or non-cash), in such manner and on such terms as it thinks fit.

18.2 Protection of purchasers

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 Liabilities 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 Finance Documents, or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied.

19 POWER OF ATTORNEY

19.1 Appointment and powers

Each Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for

- (a) carrying out any obligation imposed on any Chargor by this Debenture or any other agreement binding on such Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting and/or

releasing the Security created or intended to be created in respect of the Charged Assets), and

- (b) enabling the Security Agent and any Receiver to exercise (subject to Clause 8.5 (*Waiver of voting rights by Security Agent*)) or delegate the exercise of, any of the Collateral Rights (including, after the occurrence of a Declared Default, the exercise of any right of a legal or beneficial owner of the Charged Assets),

provided that neither the Security Agent nor any Receiver may exercise any powers, rights or authorities prior to the occurrence of a Declared Default or unless any Chargor has failed to comply with a further assurance or perfection obligation within five Business Days of being notified of that failure (with a copy to the Parent) and being requested to comply

19.2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers

20 EFFECTIVENESS OF SECURITY

20.1 Continuing security

- (a) The Security created by or pursuant to this Debenture shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Agent in writing
- (b) No part of the Security from time to time intended to be created by this Debenture will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations

20.2 Cumulative rights

The Security created by or pursuant to this Debenture, and the Collateral Rights, shall be cumulative, in addition to and independent of every other Security which the Security Agent or any other Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent Security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security. No prior Security held by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Assets shall merge into the Security created by this Debenture

20.3 No prejudice

The Security created by or pursuant to this Debenture, and the Collateral Rights, shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Chargor or any other person, or the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security

Agent holds the Security or by any other thing which might otherwise prejudice that Security or any Collateral Right

20.4 Remedies and waivers

No failure on the part of the Security Agent to exercise, nor any delay on its part in exercising, any Collateral Right, shall operate as a waiver of that Collateral Right or constitute an election to affirm this Debenture. No election to affirm this Debenture on the part of the Security Agent shall be effective unless it is in writing. No single or partial exercise of any Collateral Right shall preclude any further or other exercise of that or any other Collateral Right.

20.5 No liability

None of the Security Agent, its nominee(s) or any Receiver shall be liable by reason of entering into possession of any Charged Assets

- (a) to account as a mortgagee or mortgagee in possession, or
- (b) for any default or omission for which a mortgagee in possession might be liable, or
- (c) for any loss arising by reason of taking any action permitted by this Debenture or any neglect or default in connection with the Charged Assets or taking possession of or realising all or any part of the Charged Assets,

except in the case of gross negligence or wilful default upon its part.

20.6 Partial invalidity

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Debenture nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the Security intended to be created by or pursuant to this Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security.

20.7 Waiver of defences

The obligations assumed, and the Security created, by each Chargor under this Debenture, and the Collateral Rights, will not be affected by any act, omission, matter or thing which, but for this Clause 20.7, would reduce, release or prejudice any of its obligations under, or the Security created by, this Debenture (whether or not known to that Chargor or any Secured Party) including

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person,
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group,

- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person,
- (e) any amendment, novation, supplement, extension, restatement (in each case, however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or Security or of the Secured Obligations including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or other document or Security,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security or of the Secured Obligations, and
- (g) any insolvency or similar proceedings

20 8 Chargor intent

Without prejudice to the generality of Clause 20 7 (*Waiver of Defences*), each Chargor expressly confirms that it intends that the Security created under this Debenture, and the Collateral Rights, shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following business acquisitions of any nature; increasing working capital, enabling investor distributions to be made, carrying out restructurings; refinancing existing facilities, refinancing any other indebtedness; making facilities available to new borrowers, any other variation or extension of the purposes for which any such facility or amount might be made available from time to time, and any fees, costs and/or expenses associated with any of the foregoing

20 9 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any other person before claiming from that Chargor under this Debenture or enforcing the Security created by this Debenture. This waiver applies irrespective of any law or any provision of this Debenture to the contrary.

20 10 Deferral of rights

Until the end of the Security Period, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Debenture:

- (a) to be indemnified by an Obligor or in respect of any other person,

- (b) to claim any contribution from any guarantor or any other person in respect of any Obligor's obligations under the Finance Documents,
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under the Finance Documents or of any other guarantee or Security taken pursuant to, or in connection with, the Finance Documents by any Secured Party,
- (d) to bring legal or other proceedings for an order requiring any Obligor or other person to make any payment, or perform any obligation, in respect of which any Obligor or other person has given a guarantee, undertaking or indemnity under any Finance Document;
- (e) to exercise any right of set-off against any Obligor or other person, and/or
- (f) to claim or prove as a creditor of any Obligor or other person in competition with any Secured Party.

If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution on trust for the Secured Parties to the extent necessary to enable all amounts which may be or become payable to any Secured Party by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 17 (*Application of Proceeds*)

20 11 Additional Security

The Security created by each Chargor under this Debenture and the Collateral Rights are in addition to and are not in any way prejudiced by any other guarantee or Security now or subsequently held by any Secured Party

21 PRIOR SECURITY INTERESTS

21 1 Redemption or transfer

In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Charged Assets or in case of exercise by the Security Agent or any Receiver of any power of sale or right of appropriation or application under this Debenture, the Security Agent may redeem such prior Security or procure the transfer thereof to itself

21 2 Accounts

The Security Agent may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on each Chargor

22 SUBSEQUENT SECURITY INTERESTS

If the Security Agent (acting in its capacity as trustee or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security, assignment or transfer affecting all or any part of the Charged

Assets which is prohibited by the terms of any Finance Document, all payments thereafter made by or on behalf of the relevant Chargor to the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties will (in the absence of any express contrary appropriation by that Chargor) be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received

23 SUSPENSE ACCOUNTS

All monies received, recovered or realised by the Security Agent under this Debenture (including the proceeds of any conversion of currency) may in the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account(s) maintained with any bank, building society, financial institution or other person which the Security Agent considers appropriate (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Security Agent's discretion, in or towards the discharge of any of the Secured Obligations and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above

24. RELEASE OF SECURITY

24 1 Release of Security

Upon the expiry of the Security Period, the Security Agent shall, at the request and cost of each Chargor, release and cancel the Security created by this Debenture and procure the reassignment to the relevant Chargor of the property and assets assigned to the Security Agent pursuant to this Debenture, in each case subject to Clause 24 2 (*Clawback*) and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees

24 2 Clawback

If the Security Agent considers that any amount paid or credited to any Secured Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of each Chargor under this Debenture and the Security created by that document will continue and such amount will not be considered to have been irrevocably paid or credited

25 SET-OFF

Each Chargor authorises the Security Agent (but the Security Agent shall not be obliged to exercise such right), after the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 13.1 (*Enforcement*), to set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Security Agent to any Chargor and apply any credit balance to which that Chargor is entitled on any account with the Security Agent in accordance with Clause 17 (*Application of Proceeds*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account)

26 ASSIGNMENT

26 1 No assignments or transfers by Chargor

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Debenture

26 2 Assignments by the Security Agent

The Security Agent may assign all or any of its rights under this Debenture. The Security Agent shall be entitled to disclose such information concerning any Chargor and this Debenture as the Security Agent considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

26 3 Successors

This Debenture shall remain in effect despite any amalgamation or merger (however effected) relating to the Security Agent. References to the Security Agent shall include (i) any assignee or successor in title of the Security Agent, (ii) any entity into which the Security Agent is merged or converted or with which it may be consolidated, (iii) any legal entity resulting from any merger, conversion or consolidation to which such Security Agent is a party and (iv) any other person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Security Agent under this Debenture or to which, under such laws, those rights and obligations have been transferred (such person described in (i) to (iv) being a successor to the Security Agent for all purposes under the Finance Documents)

27 NOTICES

27 1 Communications in Writing

Each communication to be made under or in connection with this Debenture shall be made in writing and, unless otherwise stated, shall be made by fax or letter

27 2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Debenture is

- (a) in the case of a Chargor, that identified with its name in Schedule 1, and
- (b) in the case of the Security Agent, 8 Canada Square, Level 27 London, E14 5HQ,

or any substitute address, fax number, or department or officer as the Party may notify to the Agent pursuant to clause 35 (*Notices*) of the Facility Agreement by not less than five Business Days' notice

27.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this Debenture will only be effective
 - (i) if by way of fax, when received in legible form, or
 - (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post, postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 27.2 (*Addresses*), if addressed to that department or officer

- (b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified above (or any substitute department or officer as the Security Agent shall specify for this purpose)

27.4 Electronic communication

- (a) Any communication to be made between any Chargor and the Security Agent under or in connection with this Debenture may be made by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two parties
 - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and
 - (ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice
- (b) Any such electronic communication as specified in paragraph (a) above may only be made in that way to the extent that that Chargor and the Security Agent agree that, unless and until notified to the contrary, this is to be an accepted form of communication
- (c) Any such electronic communication as specified in paragraph (a) above will be effective only when actually received (or made available) in readable form and in the case of any electronic communication made by any Chargor to the Security Agent only if it is addressed in such manner as the Security Agent shall specify for this purpose.
- (d) Any electronic communication which becomes effective, in accordance with paragraph (c) above, after 5.00 p.m. in the place in which the addressee of the relevant communication has its address for the purpose of this Debenture shall be deemed only to become effective on the following day.

- (c) Any reference in this Debenture to a communication being sent or received shall be construed to include that communication being made available in accordance with this Clause 27.4

27.5 English language

- (a) Any notice given under or in connection with this Debenture must be in English
- (b) All other documents provided under or in connection with this Debenture must be.
 - (i) in English, or
 - (ii) if not in English, and if so required by the Security Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document

28 DISCRETION AND DELEGATION

28.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Debenture by the Security Agent or any Receiver may, subject to the terms and conditions of the Facility Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons

28.2 Delegation

Each of the Security Agent and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Debenture (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Security Agent or the Receiver itself

29 GOVERNING LAW

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

30 JURISDICTION

30.1 English Courts

The courts of England have exclusive jurisdiction to settle any dispute (a "Dispute") arising out of, or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Debenture

30.2 Convenient forum

Each Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that no Chargor will argue to the contrary

30.3 Exclusive jurisdiction

Notwithstanding Clause 30.1 (*English Courts*), the Security Agent may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Agent may take concurrent proceedings in any number of jurisdictions

THIS DEBENTURE has been signed by the Security Agent and executed as a deed by each Chargor and is delivered by them as a deed on the date stated at the beginning of this Debenture

**SCHEDULE 1
THE CHARGORS**

Name and company number of Chargor	Jurisdiction	Address, fax number and name of relevant department or officer to receive notice
BBI Solutions OEM Limited (company number 08368483)	England and Wales	<p>Address. Berry Smith LLP, Haywood House, Dumfries Place, Cardiff, CF10 3GA</p> <p>Fax 02920 727242</p> <p>Attn . Lyn Rees</p>
BBI Healthcare Limited (company number 05623945)	England and Wales	<p>Address. Berry Smith LLP, Haywood House, Dumfries Place, Cardiff, CF10 3GA</p> <p>Fax 01656 865183</p> <p>Attn Lyn Rees</p>
BBI Diagnostics Group Limited (company number 03898291)	England and Wales	<p>Address. Berry Smith LLP, Haywood House, Dumfries Place, Cardiff, CF10 3GA</p> <p>Fax 02920 727242</p> <p>Attn . Lyn Rees</p>
BBI Enzymes (USA) Limited (company number 01962503)	England and Wales	<p>Address. Berry Smith LLP, Haywood House, Dumfries Place, Cardiff, CF10 3GA</p> <p>Fax +1 608 310 4106</p> <p>Attn Lyn Rees</p>
BBI Resources Limited (company number 08368484)	England and Wales	<p>Address. Berry Smith LLP, Haywood House, Dumfries Place, Cardiff, CF10 3GA</p> <p>Fax 02920 727242</p> <p>Attn. Lyn Rees</p>

**SCHEDULE 2
MORTGAGED PROPERTY**

Chargor	Property Description	Title Number
BBI Solutions OEM Limited (company number 08368483)	Freehold land on east side of Broad Oak Road, Turnstall, Sittingbourne	K180636
BBI Solutions OEM Limited (company number 08368483)	Freehold land at Broadoak Enterprise Village, Broadoak Road, Sittingbourne	K756811
BBI Solutions OEM Limited (company number 08368483)	Freehold land on the east side of Broadoak Road, Sittingbourne	K759614
BBI Solutions OEM Limited (company number 08368483)	Freehold land being a Pump House lying to the north east of Broadoak Road, Sittingbourne	K759616
BBI Solutions OEM Limited (company number 08368483)	Freehold land being Unit D, Ty Glas Avenue, Llanishen, Cardiff	WA679944
BBI Solutions OEM Limited (company number 08368483)	Freehold land lying to the south of Ty Glas Avenue, Llanishen, Cardiff	WA801653
BBI Solutions OEM Limited (company number 08368483)	Land adjoining Unit 6, Gilchrist Thomas Industrial Estate, Blaenavon NP4 9RL	WA324229
BBI Solutions OEM Limited (company number 08368483)	Freehold land being Unit 6, Gilchrist Thomas Industrial Estate, Blaenavon NP4 9RL	CYM177636
BBI Solutions OEM Limited (company number 08368483)	Freehold land being Unit 15, Gilchrist Thomas Industrial Estate, Blaenavon NP4 9RL	WA333047

SCHEDULE 3
CONTROL ACCOUNTS

None specified as at the date of this Debenture

**SCHEDULE 4
SHARES AND INVESTMENTS**

SHARES

Name of Company	Issued Capital Share	Description and Number of Shares Held	Share Certificate Number(s)
BBI Enzymes (USA) Limited	1,000 ordinary shares of 100,000 GBP each	1,000 ordinary shares of 100,000 GBP each	N/A (certificate not numbered)
BBI Detection Limited	100 ordinary shares of 100,000 GBP each	100 ordinary shares of 100,000 GBP each	N/A (certificate not numbered)
BBI Healthcare Limited	1 ordinary share of 1 GBP	1 ordinary share of 1 GBP	N/A (certificate not numbered)
BBI Solutions OEM Limited	1 ordinary share of 1 GBP	1 ordinary share of 1 GBP	2
BBI Resources Limited	1 ordinary share of 1 GBP	1 ordinary share of 1 GBP	2

INVESTMENTS

None specified as at the date of this Debenture

SCHEDULE 5
SPECIFIC CONTRACTS

None specified as at the date of this Debenture

**SCHEDULE 6
INTELLECTUAL PROPERTY**

Trade mark	Country	Agent	Registration Number	Registration Date	Application Number	Classes	File Date	Owner
<u>BBi (2 BALLS LOGO)</u>	European Union	Boss Associates	11729671	Oct 2, 2014	011729671	01, 05, 42	2 Oct 2014	BBi Diagnostics Group Limited
<u>BBi ENZYMES</u>	United Kingdom	Boss Associates	2483097	Oct 3, 2008	2483097	01, 05, 10, 42, 44	Mar 25, 2008	BBi Solutions OEM Limited
<u>BBi HEALTHCARE</u>	European Union	Hirsch & Associates	011346517	Aug 1, 2013	011346517	01, 05	Nov 14, 2012	BBi Healthcare Limited
<u>BBi HEALTHCARE</u>	United States of America				85/782,355	01, 05, 44	Nov 19, 2012	BBi Healthcare Limited
<u>BBi SOLUTIONS</u>	European Union	Boss Associates	011346434	Aug 1, 2013	011346434	01	Nov 14, 2012	BBi Solutions OEM Limited
<u>BBi SOLUTIONS</u>	Japan	Nakamura & Partners	5571970	Apr 5, 2013	2012-92512	01, 05, 42	Nov 14, 2012	BBi Solutions OEM Limited
<u>BBi INTERNATIONAL</u>	United States of America		2161257	Jun 2, 1998	75/089,498	01, 05, 42	Apr 17, 1996	BBi Solutions OEM Limited

Trade-mark	Country	Agent	Registration Number	Registration Date	Application Number	Classes	File Date	Owner
<u>BIOCELL</u>	United Kingdom	Boss Associates	1403457	Jan 31, 1992	1403457	01	Nov 3, 1989	BBI Solutions OEM Limited
<u>BRITISH BIOCELL INTERNATIONAL</u>	France	Hirsch & Associes	93469090	May 19, 1993	93 469090	01	May 19, 1993	BBI Solutions OEM Limited
<u>BRITISH BIOCELL INTERNATIONAL</u>	Germany	Hirsch & Associes	2908022	Jun 21, 1995	B98598	01	May 19, 1993	BBI Solutions OEM Limited
<u>BRITISH BIOCELL INTERNATIONAL</u>	Italy	Hirsch & Associes	1082540	Dec 10, 2007	M1/2004/3077	01	May 25, 1994	BBI Solutions OEM Limited
<u>BRITISH BIOCELL INTERNATIONAL</u>	Japan	Hirsch & Associes	3247063	Jan 31, 1997	1994-053616	01	May 31, 1994	BBI Solutions OEM Limited
<u>GLUCO JUICE</u>	European Union				006964365	05	Jun 4, 2008	BBI Healthcare Limited
<u>GLUCOGEL</u>	United Kingdom	Boss Associates	2381618	Jun 10, 2005	2381618	05	Jan 7, 2005	BBI Healthcare Limited

Trade mark	Country	Agent	Registration Number	Registration Date	Application Number	Classes	File Date	Owner
<u>GLUCOJUICE & Gluco Juice (Series of 2)</u>	United Kingdom	Hirsch & Associates	2489247	Nov 27, 2009	2489247	05	Jun 4, 2008	BBI Healthcare Limited
<u>GLUCOJUICE (AND DESIGN)</u>	European Union	Marks & Clerk (now incorporating Lloyd Wise)	006964431	Jan 20, 2009	006964431	05, 32	Jun 4, 2008	BBI Healthcare Limited
<u>GLUCOJUICE (AND DESIGN)</u>	United Kingdom	Hirsch & Associates	2489248	Nov 27, 2009	2489248	05	Jun 4, 2008	BBI Healthcare Limited
<u>GLUCOTABS</u>	European Union	Marks & Clerk (now incorporating Lloyd Wise)	005321286	Dec 21, 2010	005321286	05	Sep 18, 2006	BBI Healthcare Limited
<u>GLUCOTABS</u>	United Kingdom	Hirsch & Associates	2420208	Oct 27, 2006	2420208	05	Apr 20, 2006	BBI Healthcare Limited
<u>GLUCOTABS (AND DESIGN)</u>	European Union	Marks & Clerk (now incorporating Lloyd Wise)	005321518	Dec 21, 2010	005321518	05	Sep 18, 2006	BBI Healthcare Limited
<u>GLUCOTABS (AND DESIGN)</u>	United Kingdom	Hirsch & Associates	2420207	Oct 27, 2006	2420207	05	Apr 20, 2006	BBI Healthcare Limited
<u>GOLDLINK</u>	European Union	Hirsch & Associates	011008349	Nov 13, 2012	011008349	01	Jul 2, 2012	BBI Solutions OEM Limited

Trade mark	Country	Agent	Registration Number	Registration Date	Application Number	Classes	File Date	Owner
<u>GOLDLINK</u>	United States of America				85/670,087	01	Jul 6, 2012	BBI Solutions OEM Limited
<u>HYPO BOX</u>	European Union	Marks & Clerk (now incorporating Lloyd Wise)	006226484	Jul 31, 2008	006226484	05, 20	Aug 24, 2007	BBI Healthcare Limited
<u>HYPO BOX</u>	United Kingdom	Hirsch & Associates	2464823A	Apr 11, 2008	2464823A	05, 20	Aug 21, 2007	BBI Healthcare Limited
<u>HYPOBOX</u>	United Kingdom	Hirsch & Associates	2464823B	Jul 11, 2008	2464823B	05, 20	Aug 21, 2007	BBI Healthcare Limited
<u>HYPOHALT</u>	Germany	Hirsch & Associates	39619245	Aug 29, 1996	39619245.9		Apr 24, 1996	BBI Healthcare Limited
<u>HYPOSTOP</u>	European Union	Hirsch & Associates	3260338	Jan 26, 2005	3260338	05	Jul 16, 2003	BBI Healthcare Limited
<u>HYPOSTOP</u>	France	Hirsch & Associates	95588259	Sep 15, 1995	95588259	05	Sep 15, 1995	BBI Healthcare Limited
<u>HYPOSTOP</u>	Norway	Marks & Clerk (UK)	205202	Oct 12, 2000	205202		Oct 12, 2000	BBI Healthcare Limited

Trademark	Country	Agent	Registration Number	Registration Date	Application Number	Classes	File Date	Owner
<u>HYPOSTOP</u>	Pakistan	Saba & Co (Lebanon)	139096	Dec 17, 1996	139096	05	Dec 17, 1996	BBi Healthcare Limited
<u>HYPOSTOP</u>	Russian Federation		161642	Feb 19, 1998	96717012	05	Dec 24, 1996	BBi Healthcare Limited
<u>HYPOSTOP</u>	Turkey		183676	Dec 30, 1996	96019930	05	Dec 30, 1996	BBi Healthcare Limited
<u>HYPOSTOP</u> (Figurative)	United Kingdom	Hirsch & Associates	1573597	Feb 2, 1996	1573597	05	May 28, 1994	BBi Healthcare Limited
<u>HYPOSTOP</u> (AND DESIGN)	European Union	Hirsch & Associates	389932	Aug 16, 1999	389932	05	Oct 29, 1996	BBi Healthcare Limited
<u>LESTRIN</u>	United Kingdom	Hirsch & Associates	00003012555	Nov 8, 2013	00003012555	05	Jul 4, 2013	BBi Healthcare Limited
<u>NOVARUM</u>	European Union	Hirsch & Associates	011021061	Dec 4, 2012	011021061	09	Jul 6, 2012	BBi Solutions OEM Limited
<u>NOVARUM</u>	United States of America				85/670,046	09	Jul 6, 2012	BBi Solutions OEM Limited
<u>PROTOGOLD</u>	United Kingdom	Boss Associates	1427449	Sep 27, 1991	1427449	01	May 31,	BBi Solutions

Trade mark	Country	Agent	Registration Number	Registration Date	Application Number	Classes	File Date	Owner
<u>SIMPLANCE</u>	United Kingdom	Hirsch & Associates	2561828	Oct 20, 2010	2561828	10	Oct 20, 2010	BBI Healthcare Limited
							1990	OEM Limited

SCHEDULE 7
INSURANCE POLICIES

None specified as at the date of this Debenture.

SCHEDULE 8
FORM OF NOTICE OF SECURITY TO ACCOUNT BANK

To *[Account Bank/other financial institution]*

Date [•]

Dear Sirs

We give you notice that, by a Debenture dated [•] (the "**Debenture**"), we have [assigned]/[charged by way of fixed charge] to [Enter Security Agent Name] (the "**Security Agent**") as trustee for the Secured Parties all of our right, title and interest in and to the account[s] listed below maintained with your [bank/building society/financial institution] (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby

Account Name[s] [•]

Sort Code[s] [•]

Account No[s] [•]

[repeat list as necessary]

We irrevocably instruct and authorise you to disclose to the Security Agent without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure, such information relating to [the]/[any] account[s] maintained with you from time to time as the Security Agent may request you to disclose to it

[Insert the following if notifying a charge over (operating) Accounts]

We further instruct and authorise you to act only in accordance with the Security Agent's instructions following receipt by you of a notice of the occurrence of a Declared Default issued by the Security Agent. Until such notice is received by you, we are authorised by the Security Agent to receive, withdraw or otherwise transfer any credit balance from time to time on any Account [(other than a Control Account)] [subject to *[insert any restrictions set out in the Facility Agreement]*]]

[Insert the following if notifying an assignment of Control Accounts]

With effect from the date of your receipt of this notice

- (a) [any existing payment instructions affecting the above account[s] (the "**Control Accounts**") are to be terminated and all payments and communications in respect of the Control Accounts should be made to the Security Agent or to its order (with a copy to us)] *[insert agreed operating procedures in relation to any Claims Account, which should be stated to be revocable at any time on notice from the Security Agent]*, and
- (b) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Control Accounts belong to the Security Agent]

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at [•] marked for the attention of [•]

Yours faithfully,

➤

for and on behalf of
[CHARGOR(S)]

**Form of Acknowledgement of Notice of
Security by Account Bank**

To **[Enter Security Agent Name]** (the "Security Agent")

Date

Dear Sirs

We confirm receipt from [•] (the "**Chargor**") of a notice dated [•] of [an assignment]/[a fixed charge] upon the terms of a Debenture dated [•] (the "**Debenture**") of all the Chargor's right, title and interest in and to, and all monies (including interest) from time to time standing to the credit of the following account[s] which [is/are] maintained with us and the debt or debts represented thereby

[List relevant accounts here]

(the "[**Control**] Account[s]").

We confirm that the balance standing to the [**Control**] Account[s] at today's date is [•], no fees or periodic charges are payable in respect of the [**Control**] Account[s] and there are no restrictions on (a) the payment of the credit balance on the [**Control**] Account[s] [(except, in the case of a time deposit, the expiry of the relevant period)] or (b) the creation of Security over the [**Control**] Account[s] in favour of the Security Agent or any third party

We unconditionally and irrevocably waive all rights of set-off, lien, combination or consolidation of accounts and security in respect of any [**Control**] Account[s] and similar rights (however described) which we may have now or in the future in respect of [each of] the [**Control**] Account[s] or the balance thereon to the extent that such rights relate to amounts owed to us by the Chargor

We confirm that we have not received notice of the interest of any third party in [any of] the [**Control**] Account[s] and will not, without the Security Agent's prior written consent, amend or vary any rights attaching to the [**Control**] Account[s]

We will act only in accordance with the instructions given by persons authorised by the Security Agent and we shall send all statements and other notices given by us relating to the [**Control**] Account[s] to the Security Agent.

[We confirm that we have not designated [the]/[any of the] [**Control**] Account[s] a dormant account within the meaning of the Dormant Bank and Building Society Accounts Act 2008 We agree that we will not so designate [the]/[any of the] [**Control**] Account[s] nor take any steps to transfer the balance standing to the credit of [the]/[any of the] [**Control**] Account[s] to the reclaim fund without the Security Agent's prior written consent]]

This letter and all non-contractual obligations arising out of or in connection with it are to be governed by and will be construed in accordance with English law.

Yours faithfully,

for and on behalf of
[Account Bank/other financial institution]

cc [Chargor name]

SCHEDULE 9
FORM OF NOTICE OF ASSIGNMENT OF SPECIFIC CONTRACT OR
INTERCOMPANY LOAN

To [•]

Date [•]

Dear Sirs

We give you notice that, by a Debenture dated [•] (the "**Debenture**"), we have assigned [in equity] to [Enter Security Agent Name] (the "**Security Agent**") as trustee for the Secured Parties all our right, title and interest in and to [details of contract] (the "**Contract**") including all monies which may be payable in respect of the Contract

With effect from your receipt of this notice.

- 1 all payments by you to us under or arising from the Contract (the "**Payments**") shall be made to the Security Agent or to its order as it may specify in writing from time to time [include details of the account into which sums are to be paid],
- 2 all remedies provided for in the Contract or available at law or in equity shall be exercisable by the Security Agent,
- 3 all rights to compel performance of the Contract shall be exercisable by the Security Agent although we shall remain solely liable to perform all the obligations assumed by us under or in connection with the Contract,
- 4 all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Contract shall belong to the Security Agent and no changes may be made to the terms of the Contract nor may the Contract be terminated without the Security Agent's consent, and
5. you are authorised and instructed, without requiring further approval from us, to provide the Security Agent with such information relating to the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Security Agent as well as to us

These instructions may not be revoked, nor may the terms of the Contract be amended, varied, waived or terminated without the prior written consent of the Security Agent

This letter [and all non-contractual obligations arising out of or in conjunction with it] [is/are] governed by and will be construed in accordance with the laws of England and Wales

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at [•] marked for the attention of [•]

Yours faithfully,

for and on behalf of
[Chargor]

[We confirm our agreement to the terms of this notice and instruct you, with effect from the date of your receipt of this notice, that:

- (a) the Payments shall be made to [*Chargor*], and
- (b) all remedies provided for in the Contract (or otherwise available) [and all rights to compel performance of the Contract]/[in respect of the Payments] shall be exercisable by [*Chargor*],

[in each case] until you receive written notification from us to the contrary

For and on behalf of the
[Enter SECURITY AGENT NAME]]

**Form of Acknowledgement of
Assignment of Specific Contract or intercompany loan**

To. [Enter Security Agent Name] as trustee for the Secured Parties (the "Security Agent")

Date

Dear Sirs

We acknowledge receipt of a notice dated [•] in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, interests and benefits in and to the Contract and that we will comply with the terms of that notice

We further confirm that

- (a) we have not claimed or exercised and have no outstanding right to claim or exercise any right of set-off, counterclaim or other right relating to any payments by us to the Chargor under or arising from the Contract;
- (b) no amendment, waiver or release of any of such rights, interests and benefits shall be effective without the prior written consent of the Security Agent;
- (c) no termination of such rights, interests or benefits shall be effective unless we have given the Security Agent [thirty] days written notice of the proposed termination, specifying the action necessary to avoid such termination, and
- (d) no breach or default on the part of the Chargor of any of the terms of the Contract shall be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach.

[Insert the following additional confirmation if the Security Agent confirms in the notice that a legal assignment is being taken but the Chargor is permitted to receive payments until an Event of Default]

We acknowledge receipt of instructions from you in connection with the assignment of the Contract and confirm that we shall act in accordance with them until we receive written notification from you to the contrary.]

Yours faithfully,

for and on behalf of
[•]

cc [Chargor name]

SCHEDULE 10
FORM OF NOTICE OF ASSIGNMENT OF INSURANCE POLICY

To *[Insert name of Insurer]*

Date

Dear Sirs

We give you notice that, by a Debenture dated [**•**] (the "**Debenture**"), we have assigned to *[Enter Security Agent Name]* (the "**Security Agent**") as trustee for the Secured Parties all our right, title and interest in and to the proceeds of *[insert details of relevant insurance policy]* (the "**Policy of Insurance**")

With effect from your receipt of this notice we instruct and authorise you to

1. make all payments and claims *[in excess of £ [**•**]]* under or arising from the Policy of Insurance to the Security Agent *[insert relevant account number and sort code]* or to its order as it may specify in writing from time to time,
2. note the interest of the Security Agent on the Policy of Insurance, and
3. disclose to the Security Agent, without further approval from us, such information regarding the Policy of Insurance as the Security Agent may from time to time request and to send it copies of all notices issued by you under the Policy of Insurance

We will remain liable to perform all our obligations under the Policy of Insurance and the Security Agent is under no obligation of any kind whatsoever under the Policy of Insurance nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy of Insurance

With effect from your receipt of this notice all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Policy of Insurance (including all rights to compel performance) belong to and are exercisable by the Security Agent.

This letter *[and all non-contractual obligations arising out of or in conjunction with it]* *[is/are]* governed by and will be construed in accordance with the laws of England and Wales.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at [**•**] marked for the attention of [**•**]

Yours faithfully,

for and on behalf of
[Chargor]

**Form of Acknowledgement of
Assignment from Insurer**

To: [Enter Security Agent Name] as trustee for the Secured Parties (the "Security Agent")

Date.

Dear Sirs

We acknowledge receipt of a notice dated [•] in the terms set out above and confirm that we have not received notice of.

- (a) any assignment or charge of or over any of the rights, interests and benefits specified in such notice; or
- (b) the interest of any third party in any of the rights, interests and benefits specified in such notice,

and will make all payments in the manner and to the account specified in that notice. We confirm that we have made all necessary arrangements for all future payments payable under such Policy of Insurance, to be made into the account specified in the notice.

We further confirm that

1. no amendment, waiver or release or any such rights, interest and benefits will be effective without the prior written consent of the Security Agent;
2. no termination of such rights, interests or benefits will be effective unless we have given the Security Agent [21] days' written notice of the proposed termination and specifying the action necessary to avoid such termination,
3. the Chargor will remain liable to perform all its obligations under the Policy of Insurance and the Security Agent is under no obligation of any kind whatsoever under the Policy of Insurance nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Policy of Insurance, and
4. no breach or default on the part of the Chargor of any of the terms of such Policy of Insurance will be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach.

We unconditionally and irrevocably waive all rights of set-off, lien, combination of accounts and similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor (and the proceeds thereof) and we will send you copies of all statements, orders and notices given by us relating to such debt

This letter [and all non-contractual obligations arising out of or in connection with it] [is/are] governed by and will be construed in accordance with the laws of England and Wales

Yours faithfully,

for and on behalf of
[Insert name of Insurer]

cc **[Chargor name]**

EXECUTION PAGE TO DEBENTURE

The Chargors

EXECUTED AS A DEED by
BBI SOLUTIONS OEM LIMITED
acting by a director
in the presence of.

)
)
)
)



Signature of witness:

Name (in BLOCK CAPITALS)

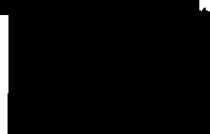
DONNA RHODES

Address



EXECUTED AS A DEED by
BBI HEALTHCARE LIMITED
acting by a director
in the presence of

)
)
)
)



Signature of witness:

Name (in BLOCK CAPITALS)

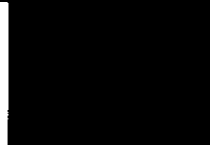
DONNA RHODES

Address



EXECUTED AS A DEED by
BBI DIAGNOSTICS GROUP LIMITED
acting by a director
in the presence of:

)
)
)
)

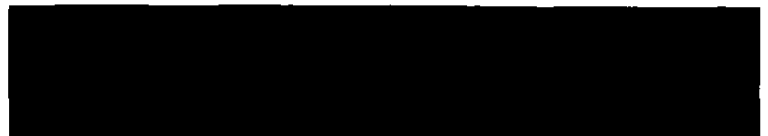


Signature of witness:

Name (in BLOCK CAPITALS)

DONNA RHODES

Address:



EXECUTED AS A DEED by
BBI ENZYMES (USA) LIMITED
acting by a director
in the presence of

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)
)
)

Signature of witness

[REDACTED]

Name (in BLOCK CAPITALS).

DONNA RHODES

Address

[REDACTED]

EXECUTED AS A DEED by
BBI RESOURCES LIMITED
acting by a director
in the presence of

)
)
)
)

Signature of witness

[REDACTED] [REDACTED]

Name (in BLOCK CAPITALS).

DONNA RHODES

Address

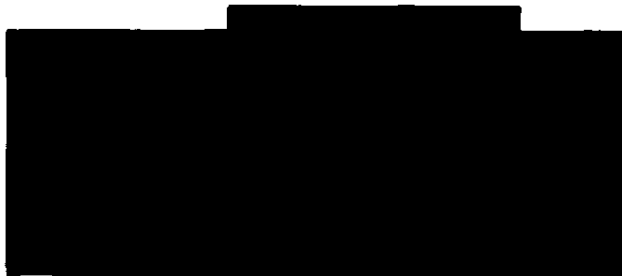
[REDACTED]

The Security Agent

Signed by)
HSBC CORPORATE TRUSTEE)
COMPANY (UK) LIMITED)
for and on its behalf)
by its duly authorised)
Officer)



James McComb



HSBC
Corporate Trust & Loan Agency
8 Canada Square Level 27
London E14 5HQ