



Registration of a Charge

Company name: **HIBU BIDCO LIMITED**

Company number: **08815128**

Received for Electronic Filing: **09/09/2016**



X5F5EJX5

Details of Charge

Date of creation: **07/09/2016**

Charge code: **0881 5128 0003**

Persons entitled: **GLOBAL LOAN AGENCY SERVICES LIMITED**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

ROSEMARY STEFANIUK



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8815128

Charge code: 0881 5128 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th September 2016 and created by HIBU BIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th September 2016 .

Given at Companies House, Cardiff on 12th September 2016

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



Companies House



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

SECURITY AGREEMENT

dated 7/9/2016

created by

THE COMPANIES NAMED IN SCHEDULE 1
as the Chargors

in favour of

GLOBAL LOAN AGENCY SERVICES LIMITED
acting as Security Trustee

TABLE OF CONTENTS

CLAUSE	PAGE
1. DEFINITIONS AND INTERPRETATION.....	1
2. SECURITY INTERESTS	5
3. RESTRICTIONS ON DEALING WITH SECURITY ASSETS	6
4. FURTHER ASSURANCE.....	7
5. SHARES 7	
6. INTELLECTUAL PROPERTY	9
7. GENERAL UNDERTAKINGS	10
8. REPRESENTATIONS AND WARRANTIES	10
9. ENFORCEMENT.....	10
10. LAW OF PROPERTY ACT	11
11. APPOINTMENT OF RECEIVERS AND ADMINISTRATORS	11
12. RIGHTS AND LIABILITIES OF SECURITY TRUSTEE AND RECEIVERS.....	12
13. ORDER OF DISTRIBUTIONS	14
14. POWER OF ATTORNEY	14
15. PROTECTION OF THIRD PARTIES	15
16. SAVING PROVISIONS.....	15
17. DISCHARGE OF SECURITY.....	19
18. COSTS AND EXPENSES.....	19
19. INDEMNITY	19
20. PAYMENTS	21
21. REMEDIES, WAIVERS AND DETERMINATIONS.....	21
22. SEPARATE AND INDEPENDENT OBLIGATIONS	22
23. ASSIGNMENT & CHANGES TO THE PARTIES.....	22
24. NOTICES.....	22
25. COUNTERPARTS	24
26. GOVERNING LAW.....	24
27. ENFORCEMENT.....	24
SCHEDULE 1	The Chargors..... 25
SCHEDULE 2	Rights of Receivers
SCHEDULE 3	Shares
SCHEDULE 4	Intellectual Property

THIS DEED is dated _____, _____ 2016 and made between:

- (1) **THE COMPANIES** listed in Schedule 1 as chargors (the "**Chargors**"); and
- (2) **GLOBAL LOAN AGENCY SERVICES LIMITED** as security trustee for the Secured Parties (as defined below) (the "**Security Trustee**").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"Acceleration Event" means:

- (a) the Cash Pay Trustee or the Majority Cash Pay Noteholders delivering a notice to Newco and the Guarantors in accordance with paragraph (a) of Clause 11 (*Events of Default*) of the Cash Pay Notes Trust Deed;
- (b) an Event of Default which has triggered an automatic acceleration in accordance with Clause 9 (*Events of Default*) of the Cash Pay Notes Terms and Conditions;
- (c) the PIK Trustee or the Majority PIK Noteholders delivering a notice to Newco and the Guarantors in accordance with paragraph (a) of Clause 11 (*Events of Default*) of the PIK Notes Trust Deed; or
- (d) an Event of Default which has triggered an automatic acceleration in accordance with Clause 9 (*Events of Default*) of the PIK Notes Terms and Conditions.

"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act.

"Common Terms Agreement" means the common terms agreement to be entered into on the Effective Date between, among others, Newco, the Security Trustee, the Cash Pay Trustee and the PIK Trustee.

"CREST" means the relevant system (within the meaning of the Uncertificated Securities Regulations) operated by Euroclear UK and Ireland Limited.

"DB Sections" means sections one, two and three of the Pension Plan (which all provide benefits on a defined benefit basis).

"Delegate" means a delegate, agent, attorney, co-trustee or sub-delegate appointed by the Security Trustee or a Receiver in accordance with this Deed.

"Instructing Creditors" has the meaning given to that term in the STID.

"Insolvency Act" means the Insolvency Act 1986.

"Intellectual Property" means, in relation to a Chargor, all its right, title and interest (if any) from time to time in and to:

(a) the registered intellectual property rights specified in SCHEDULE 4 (*Intellectual Property*); and

(b) the benefit of all applications and rights to use such assets,

and all Related Rights (in each case including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same).

"Law of Property Act" means the Law of Property Act 1925.

"Party" means a party to this Deed.

"Payment" means, in respect of any Secured Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Secured Liabilities (or other liabilities or obligations).

"Quasi Security" means a transaction under which any member of the UK/US Group will:

(a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by any other member of the UK/US Group;

(b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;

(c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

(d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

"Receiver" means a receiver or receiver and manager appointed in respect of all or any part of the Security Assets and shall, if allowed by law, include an administrative receiver.

"Related Rights" means, in relation to a Security Asset:

(a) any proceeds of sale, transfer or other disposal, lease, licence, sub-licence, or agreement for sale, transfer or other disposal, lease, licence or sub-licence, of that Security Asset;

(b) any moneys or proceeds paid or payable deriving from that Security Asset to the relevant Chargor;

(c) any rights, claims, guarantees, indemnities, Security or covenants for title in relation to that Security Asset;

(d) any awards or judgments in favour of a Chargor in relation to that Security Asset; and

(e) any other assets deriving from, or relating to, that Security Asset.

"Secured Liabilities" means all present and future debts, claims, liabilities and obligations at any time due, owing or incurred by a Chargor to any Secured Party under any Finance Document or in respect of the DB Sections, as applicable, both actual and contingent and whether incurred solely or

jointly or as principal or surety or in any other capacity, together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for breach of representation, warranty or undertaking or on an Acceleration Event or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (c) any claim for damages or restitution; and
- (d) any claim as a result of any recovery by a Chargor of a Payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings.

"Secured Parties" means the Finance Parties, the Pension Trustee and any Receiver or Delegate.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Assets" means the assets which from time to time are, or expressed to be, the subject of the Security Interests or any part of those assets.

"Security Interests" means all or any of the Security created or expressed to be created in favour of the Security Trustee by or pursuant to this Deed.

"Shares" means, in relation to a Chargor, all its right, title and interest from time to time in and to:

- (a) the shares described in SCHEDULE 3 (*Shares*), any other shares issued in the future by any person identified in SCHEDULE 3 (*Shares*) as issuer of any such shares, and any other shares in the capital of any subsidiary incorporated under the laws of England and Wales of that Chargor;
- (b) warrants, options and other rights to subscribe for, purchase or otherwise acquire any such shares; and
- (c) any other securities or investments deriving from any such shares or any rights attaching or relating to any such shares,

in each case including any rights against any custodian, nominee, clearing system or other similar person holding any such right, title or interest on its behalf, and all dividends and other Related Rights.

"STID" means the security trust and intercreditor deed to be entered into on the Effective Date by, amongst others, the Original Obligors, the Cash Pay Trustee, the PIK Trustee, the Security Trustee and the Pension Trustee.

"Uncertificated Securities Regulations" means the Uncertificated Securities Regulations 2001.

1.2 Incorporation of defined terms

Unless a contrary indication appears, terms defined in the Common Terms Agreement have the same meaning in this Deed.

1.3 Construction

- (a) Any reference in this Deed to a “Cash Pay Trustee”, “PIK Trustee”, “Security Trustee”, “Chargor”, “Party” or the “Pension Trustee” or any other person shall be construed so as to include its successors in title, permitted assigns and, in the case of the Security Trustee, any person for the time being appointed as Security Trustee or Security Trustees in accordance with the STID.
- (b) Any reference in this Deed to a “Finance Document” or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument.
- (c) The provisions in clause 1.2 (*Construction*) of the STID apply to this Deed, except that references to the STID shall be construed as references to this Deed.

1.4 Third Party Rights

- (a) 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 Act”) to enforce or to enjoy the benefit of any term of this Deed.
- (b) 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 Deed at any time.

1.5 Disposition

The terms of the other Finance Documents and of any other agreement or instrument between the Parties are incorporated into this Deed to the extent required for any disposition or purported disposition of all or any part of any relevant Security Asset to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 Effect as a deed

The Security Trustee and each Chargor intend this document to take effect as a deed (even though the Security Trustee only executes it under hand).

1.7 Benefit

The Security Trustee holds the benefit of this Deed for the Secured Parties on the terms of the Finance Documents.

2. SECURITY INTERESTS

2.1 Creation of Security Interests

- (a) Each Chargor, with full title guarantee and as security for the payment of all Secured Liabilities, charges in favour of the Security Trustee:
 - (i) a first fixed charge over all its Shares and all dividends, interests and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, option, jurisdiction, conversion, compensation or otherwise);
 - (ii) a first fixed charge over all its Intellectual Property and all Related Rights; and
 - (iii) a first floating charge over all its undertaking and all its assets, both present and future (including assets expressed to be charged or assigned under this Clause 2.1).
- (b) Each Chargor with full title guarantee and as security for the payment of all Secured Liabilities, assigns to the Security Trustee all of its right title and interest in and under each Intercompany Loan Agreement to which it is a party as lender, and all Related Rights.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a)(iii) above.

2.2 Ranking

The floating charge created by each Chargor under Clause 2.1 (*Creation of Security Interests*) ranks:

- (a) behind all the mortgages, fixed charges and assignments created by that Chargor in favour of the Security Trustee to secure the Secured Liabilities; but
- (b) in priority to any other Security over the Security Assets of that Chargor except for Security ranking in priority in accordance with paragraph (f) of Schedule 2 (*Rights of Receivers*).

2.3 Conversion by notice

The Security Trustee may convert the floating charge over all or any of the Security Assets into a fixed charge by giving written notice to that effect to the relevant Chargor specifying the relevant Security Assets:

- (a) if it considers in good faith that it is reasonably necessary to do so in order to protect or preserve the Security Interests over those Security Assets and/or the priority of those Security Interests; and/or
- (b) on or after the occurrence of an Acceleration Event.

2.4 Automatic conversion

If:

- (a) any Chargor takes any step to create any Security or Quasi Security in breach of Clause 3.1 (*Negative pledge*) over any Security Asset subject to a floating charge; or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any such Security Asset,

the floating charge over the relevant Security Assets shall automatically and immediately be converted into a fixed charge.

2.5 Company voluntary arrangement moratorium

Obtaining a moratorium or doing anything with a view to obtaining a moratorium pursuant to Schedule A1 of the Insolvency Act (including any preliminary decision or investigation) shall not cause the floating charge over all or any of the Security Assets to crystallise until the date upon which it is permitted to crystallise in accordance with paragraph 13 of Schedule A1 of the Insolvency Act.

2.6 Consents

If the consent of any party to a document is required to create fixed security over, or an assignment of, the rights of a Chargor under that document which is intended to be the subject of the Security Interests:

- (a) the relevant Chargor which is party to such document shall promptly notify the Security Trustee;
- (b) until the consent of the relevant party has been obtained, this Deed shall secure all amounts which that Chargor may receive, or has received, under that document but exclude any fixed security over, or any assignment of, those rights;
- (c) unless the Security Trustee requires otherwise, that Chargor shall use reasonable endeavours to obtain the consent of the relevant party to the creation of the Security Interest as soon as reasonably practicable; and
- (d) on the date on which the consent of the relevant party is obtained, the relevant Security Interest which is intended to be created under or evidenced by this Deed shall attach to those Security Assets.

3. RESTRICTIONS ON DEALING WITH SECURITY ASSETS

3.1 Negative pledge

No Chargor shall create or permit to subsist any Security or Quasi Security over any Security Asset, except as permitted by the Common Terms Agreement and the STID.

3.2 Disposals

No Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Security Asset except as permitted by the Common Terms Agreement.

4. FURTHER ASSURANCE

- (a) Each Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s)):
 - (i) to perfect the Security created or intended to be created under or evidenced by this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Security Interests) or for the exercise of any rights, powers and remedies of the Security Trustee or the Secured Parties provided by or pursuant to the Finance Documents or by law; or
 - (ii) to confer on the Security Trustee or on the Secured Parties, Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or
 - (iii) to facilitate, at any time on or after an Acceleration Event, the realisation of the assets which are, or are intended to be, the subject of the Security Interests.
- (b) Each Chargor shall take all such action as is available to it (including making all filings and registrations as required by law) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Trustee or the Secured Parties by or pursuant to this Deed.

5. SHARES

5.1 Notification

Each Chargor shall promptly notify the Security Trustee of:

- (a) its acquisition of, or agreement to acquire, any Shares;
- (b) the declaration, payment, receipt, offer or issue of any Related Right in relation to the Shares excluding any cash dividend; and
- (c) any intention of which it becomes aware for any Share to be held in uncertificated form and to be transferable through CREST.

5.2 Documents

Each Chargor shall on the date of this Deed and, where Shares are acquired by it after the date of this Deed, on the date of that acquisition:

- (a) deliver to the Security Trustee, or its nominee, and the Security Trustee or its nominee shall be entitled to hold, all certificates and other documents of title or evidence of ownership in relation to its Shares; and

- (b) deliver to the Security Trustee, or its nominee, and the Security Trustee or its nominee shall be entitled to hold stock transfer forms in relation to the Shares and other related transfer documents, each executed in blank, relating to the Shares reasonably required by the Security Trustee.

5.3 Voting before enforcement

At any time prior to the occurrence of an Event of Default which is continuing each Chargor shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Share provided that:

- (a) it does so for a purpose not prohibited by any Finance Document; and
- (b) the exercise of or, as the case may be, the failure to exercise those rights would not have an adverse effect on the value of the relevant Shares or the Security Assets, the enforceability of this Deed, or the ability of the Security Trustee to realise the Security Interests and would not otherwise prejudice the interests of any Secured Party under any Finance Document, or cause an Event of Default to occur.

5.4 Voting after enforcement

On and after the occurrence of an Event of Default which is continuing:

- (a) the Security Trustee or the Receiver shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Share; and
- (b) each Chargor shall comply or procure the compliance with any directions of the Security Trustee or the Receiver in respect of the exercise of the rights attaching to such Shares and shall promptly execute and/or deliver to the Security Trustee or the Receiver such forms of proxy as it requires with a view to enabling such person as it selects to exercise those rights.

5.5 Cash dividends before enforcement

At any time prior to the occurrence of an Event of Default which is continuing each Chargor shall be entitled to retain any cash dividend deriving from the Shares to the extent permitted under the Finance Documents.

5.6 Cash dividends after enforcement

On and after the occurrence of an Event of Default which is continuing each Chargor shall hold any cash dividend deriving from the Shares received by it on trust for the Secured Parties and transfer or pay the same immediately to the Security Trustee or as the Security Trustee may direct in writing to the relevant Chargor. The Security Trustee shall apply the same against the Secured Liabilities in accordance with Clause 13 (*Order of distributions*).

5.7 Shares held by nominees of Chargors

If any Share is held in the name of a nominee of a Chargor, that Chargor shall promptly upon request by the Security Trustee deliver to it an irrevocable power of attorney, expressed to be given by way of security and executed as a deed by that nominee. That power of attorney shall appoint the Security

Trustee, each Receiver and each Delegate, as the attorney of the holder and shall be in such form as the Security Trustee requires.

5.8 Payment of calls

- (a) Each Chargor shall pay all calls or other payments in respect of any of its Shares.
- (b) If a Chargor does not comply with paragraph (a) above, the Security Trustee may pay that call or other payment on behalf of that Chargor.
- (c) The relevant Chargor shall immediately on request by the Security Trustee reimburse the Security Trustee for any payment made by the Security Trustee under this Clause 5.8.

6. INTELLECTUAL PROPERTY

6.1 Maintenance

Each Chargor shall:

- (a) preserve and maintain the subsistence and validity of the Intellectual Property necessary for its business from time to time;
- (b) use reasonable endeavours to prevent any infringement in any material respect of its Intellectual Property;
- (c) upon request by the Security Trustee, make registrations where registration is necessary and pay all registration fees and taxes necessary to maintain its Intellectual Property in full force and effect and record its interest in that Intellectual Property;
- (d) not use or permit its Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of its Intellectual Property or imperil the right of any member of the UK/US Group to use such property;
- (e) not discontinue the use of its Intellectual Property;
- (f) upon request by the Security Trustee, take all steps to record this Deed and restrictions on disposal under this Deed on such registers, in such jurisdictions and within such time limits as is necessary in order to perfect the Security Interests over its Intellectual Property; and
- (g) perform and comply with all laws and obligations to which it is subject as registered proprietor, beneficial owner, user, licensor or licensee of any Intellectual Property held by it,

where failure to do so, in the case of paragraphs (a) and (b) above, or in the case of paragraphs (d), (e) and (g) above, such use, permission to use, omission or discontinuation, is reasonably likely to have a Material Adverse Effect.

6.2 Grant

No Chargor shall grant any exclusive registered user agreement or exclusive licence in relation to any of its present or future Intellectual Property.

7. GENERAL UNDERTAKINGS

7.1 Information

Each Chargor shall supply to the Security Trustee promptly on request, such information regarding its Security Assets and its compliance with this Deed as the Security Trustee may reasonably request.

7.2 No other prejudicial conduct

No Chargor shall do or permit to be done, anything which could reasonably be expected to prejudice the Security Interests.

8. REPRESENTATIONS AND WARRANTIES

Each Chargor:

- (a) makes the representations and warranties set out in clauses 2 (*Status*) to clause 10 (*No default*) (inclusive), clause 12 (*No proceedings pending or threatened*) to clause 21 (*Intellectual Property*) (inclusive) and clause 28 (*No adverse consequences*) of Schedule 6 (*Cash Pay Notes – Representations and Warranties*) of the Common Terms Agreement to the Security Trustee on the date of this Deed save that (i) reference to “Finance Documents”, “Transaction Documents” and “Transaction Security Documents” shall be construed as references to this Deed, and (ii) references to “this Agreement” shall be construed as references to the Common Terms Agreement; and
- (b) represents and warrants to the Security Trustee that the assets listed in Schedule 3 (*Shares*) in respect of that Chargor are all of the relevant ordinary shares in which it has an interest on the date of this Deed.

9. ENFORCEMENT

9.1 When enforceable

The Security Interests shall be immediately enforceable upon the occurrence of an Acceleration Event.

9.2 Enforcement action

At any time after the Security Interests have become enforceable, the Security Trustee may in its absolute discretion enforce all or any part of the Security Interests in any manner it sees fit or as directed by the Instructing Creditors.

9.3 Law of Property Act powers

At any time after the Security Interests have become enforceable, the powers, authorities and discretions conferred by the Law of Property Act on mortgagees, including the power of sale and other powers conferred by section 101 (Powers incident to estate or interest of mortgagee) of the Law of Property Act, as varied and extended by this Deed, shall be immediately exercisable.

10. LAW OF PROPERTY ACT

10.1 Section 101

The power of sale and other powers conferred by section 101 (*Powers incident to estate or interest of mortgagee*) of the Law of Property Act on mortgagees, as varied and extended by this Deed, shall arise (and the Secured Liabilities shall be deemed due and payable for that purpose) on the date of this Deed and shall be exercisable in accordance with Clause 9.3 (*Law of Property Act powers*).

10.2 Section 103

Section 103 (*Regulation of exercise of power of sale*) of the Law of Property Act shall not apply to this Deed.

10.3 Section 93

Section 93 (*Restriction on consolidation of mortgages*) of the Law of Property Act shall not apply to this Deed.

10.4 Sections 99 and 100

At any time after the Security Interests have become enforceable in accordance with Clause 9 (*Enforcement*), the Security Trustee may make any lease or agreement for lease, accept any surrender of lease and grant any option as it sees fit and without the need to comply with any provision of section 99 (*Leasing powers of mortgagor and mortgagee in possession*) or section 100 (*Powers of mortgagor and mortgagee in possession to accept surrenders of leases*) of the Law of Property Act.

11. APPOINTMENT OF RECEIVERS AND ADMINISTRATORS

11.1 Appointment of Receivers

If:

- (a) requested by any Chargor; or
- (b) the Security Interests have become enforceable in accordance with Clause 9 (*Enforcement*),

without any notice or further notice, the Security Trustee may, by deed or otherwise in writing signed by the Security Trustee or any person authorised for this purpose by the Security Trustee, appoint one or more persons to be a Receiver of all or any part of the Security Assets. The Security Trustee may similarly remove any Receiver and appoint any person instead of any Receiver. If the Security Trustee appoints more than one person as Receiver, the Security Trustee may give those persons power to act either jointly or severally.

11.2 Appointment of Administrators

Paragraph 14 of Schedule B1 to the Insolvency Act applies to this Deed and the Security Trustee may appoint an Administrator of any Chargor pursuant to that paragraph.

11.3 Agent of Chargor

Any Receiver shall be the agent of the relevant Chargor for all purposes. That Chargor alone shall be responsible for the Receiver's contracts, engagements, acts, omissions and defaults.

11.4 Remuneration of Receivers

The Security Trustee may determine the remuneration of any Receiver and the maximum rate specified in section 109(6) (*Appointment, powers, remuneration and duties of receiver*) of the Law of Property Act shall not apply. The Security Trustee may direct payment of that remuneration out of moneys it receives as Receiver. The relevant Chargor alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver.

12. RIGHTS AND LIABILITIES OF SECURITY TRUSTEE AND RECEIVERS

12.1 Rights of Receivers

Any Receiver appointed pursuant to Clause 11 (*Appointment of Receivers and Administrators*) shall have:

- (a) the rights set out in Schedule 2 (*Rights of Receivers*); and
- (b) the rights, powers, privileges and immunities conferred by law, including:
 - (i) in the case of an administrative receiver, the rights, powers, privileges and immunities conferred by the Insolvency Act on administrative receivers duly appointed under the Insolvency Act; and
 - (ii) in all other cases, the rights, powers, privileges and immunities conferred by the Law of Property Act and the Insolvency Act on receivers or receivers and managers.

12.2 Rights of Security Trustee

At any time after the Security Interests have become enforceable, to the fullest extent permitted by law, any rights conferred by any Finance Document or by law upon a Receiver may be exercised by the Security Trustee, whether or not the Security Trustee shall have appointed a Receiver of all or any part of the Security Assets.

12.3 Delegation

The Security Trustee may delegate in any manner to any person any rights exercisable by the Security Trustee under any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Trustee thinks fit and the Security Trustee may pass confidential information to any such delegate.

12.4 Financial collateral arrangement

- (a) To the extent that this Deed constitutes a "financial collateral arrangement" (as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "Financial Collateral Regulations")) the Security Trustee shall have the right:

- (i) to use and dispose of any Security Asset which constitutes "financial collateral" (as defined in the Financial Collateral Regulations ("Financial Collateral")) in such manner as it sees fit, in which case the Security Trustee shall comply with any requirements of the Financial Collateral Regulations in relation to obtaining "equivalent financial collateral" (as defined in the Financial Collateral Regulations);
 - (ii) to set-off the value of any equivalent financial collateral against, or apply it in discharge of, any Secured Liabilities in accordance with the Financial Collateral Regulations; and
 - (iii) at any time after the Security Interests have become enforceable, to appropriate any Security Asset which constitutes Financial Collateral in such manner as it sees fit in or towards satisfaction of the Secured Liabilities in accordance with the Financial Collateral Regulations.
- (b) If the Security Trustee is required to value any equivalent financial collateral or Financial Collateral for the purpose of paragraph (a)(ii) or (a)(iii) above, the value shall be:
- (i) in the case of cash, its face value at the time of appropriation or set-off; and
 - (ii) in the case of financial instruments or other Financial Collateral, their market value at the time of appropriation or set-off as determined (after appropriation) by the Security Trustee by reference to a public index or other applicable generally recognised source or such other process as the Security Trustee may select, including a valuation carried out by an independent investment bank, firm of accountants or other valuers appointed by the Security Trustee,
- as converted, where necessary, into the currency in which the Secured Liabilities are denominated at a market rate of exchange prevailing at the time of appropriation or set-off selected by the Security Trustee. The Parties agree that the method of valuation set out in this paragraph (b) is commercially reasonable for the purpose of the Financial Collateral Regulations.
- (c) Each Chargor authorises the Security Trustee to transfer any Security Asset which constitutes Financial Collateral in accordance with the Financial Collateral Regulations, and any such Security Asset shall pass from the relevant Chargor to the Security Trustee by way of outright title transfer, free and clear of any liens, claims, charges or encumbrances or any other interest of any Chargor or any third party. The Security Trustee shall, accordingly, have the right to deal with, lend, dispose of, pledge, charge or otherwise use any Security Asset which constitutes Financial Collateral.

12.5 Possession

If the Security Trustee, any Receiver or any Delegate takes possession of the Security Assets, it may at any time relinquish possession. Neither the Security Trustee, any Receiver nor any Delegate shall be liable, by reason of viewing or repairing any of the present or future assets of any Chargor, as a mortgagee in possession.

12.6 Security Trustee's liability

Neither the Security Trustee, any Receiver nor any Delegate shall, either by reason of taking possession of the Security Assets or for any other reason and whether as mortgagee in possession or otherwise, be liable for:

- (a) any costs, losses, liabilities or expenses relating to the realisation of any Security Assets; or
- (b) any act or omission of the Security Trustee, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Security Assets or in connection with the Finance Documents, unless directly caused by its gross negligence or wilful misconduct.

13. ORDER OF DISTRIBUTIONS

13.1 Application of proceeds

All amounts received or recovered by the Security Trustee or any Receiver in exercise of their rights under this Deed shall, subject to the rights of any creditors having priority, be applied in the order provided in Clause 13.2 (*Order of distributions*).

13.2 Order of distributions

The order referred to in Clause 13.1 (*Application of proceeds*) is:

- (a) in or towards the payment of all costs, losses, liabilities and expenses of or incurred by the Security Trustee or any Receiver under or in connection with this Deed and of any Receiver's remuneration and all outgoings paid by any Receiver;
- (b) in or towards the payment of the Secured Liabilities in accordance with the STID; and
- (c) in payment of any surplus to any Chargor or other person entitled to it.

14. POWER OF ATTORNEY

14.1 Appointment

Each Chargor by way of security irrevocably appoints the Security Trustee, each Receiver and each Delegate severally to be its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

- (a) to do anything which that Chargor is obliged to do under this Deed or any agreement or document in relation to the DB Sections to which it is party but has failed to do (including to do all such acts or execute all such documents, assignments, transfers, mortgages, charges, notices, instructions, filings and registrations as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s)));
- (b) following the occurrence of an Event of Default which is continuing, to do anything which that Chargor is obliged to do under this Deed or any agreement or document in relation to the DB Sections (including to do all such acts or execute all such documents, assignments, transfers, mortgages, charges, notices, instructions, filings and registrations as the Security

Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s))); and

- (c) to exercise any of the rights conferred on the Security Trustee, any Receiver or any Delegate in relation to the Security Assets or under any Finance Document or under any law.

14.2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 14.1 (*Appointment*).

15. PROTECTION OF THIRD PARTIES

No purchaser or other person dealing with the Security Trustee, any Receiver or its agents shall be concerned to enquire:

- (a) whether the powers conferred on the Security Trustee, any Receiver or its agents have arisen;
- (b) whether the powers conferred on the Security Trustee, any Receiver or its agents have become exercisable;
- (c) whether any consents, regulations, restrictions or directions relating to such powers have been obtained or complied with;
- (d) whether the Security Trustee, any Receiver or its agents is acting within such powers;
- (e) whether any money remains due under the Finance Documents or in relation to the DB Sections and the receipt in writing of the Security Trustee, any Receiver or its agents shall be sufficient discharge to that purchaser or other person;
- (f) as to the propriety or validity of acts purporting or intended to be in exercise of any such powers; or
- (g) as to the application of any money paid to the Security Trustee, any Receiver or its agents.

16. SAVING PROVISIONS

16.1 Continuing Security

Subject to Clause 17 (*Discharge of Security*), the Security Interests are continuing Security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

16.2 Cumulative Rights

The Security created by or pursuant to this Deed shall be cumulative, in addition to and independent of every other Security which the Security Trustee or any Secured Party may at any time hold for the Secured Liabilities 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

Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Security Assets shall merge into the Security constituted by this Deed.

16.3 No prejudice

The Security created by or pursuant to this Deed 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 Trustee (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 Trustee holds the Security or by any other thing which might otherwise prejudice that Security.

16.4 No liability

(a) None of the Security Trustee, its nominee(s) or any Receiver shall be liable:

- (i) to account as a mortgagee or mortgagee in possession; or
- (ii) for any loss arising by reason of taking any action permitted by this Deed or any neglect or default in connection with the Security Assets or taking possession of or realising all or any part of the Security Assets,

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

(b) 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 acts, defaults or liabilities of the Receiver.

16.5 Partial Invalidity

If, at any time, any provision of this Deed 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 Deed 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 Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security.

16.6 Reinstatement

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

16.7 Waiver of defences

Neither the obligations of each Chargor under this Deed nor the Security Interests will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations (i) under any Finance Document, (ii) in respect of the DB Sections or (iii) in relation to any of the Security Interests (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with any Chargor, Obligor or other person;
- (b) the release of any other Chargor, Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the UK/US 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 Chargor, 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 Chargor, Obligor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document, any obligations of a Chargor in respect of the DB Sections or any other document or security including any change in the purpose of, any extension of or any 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, in respect of the DB Sections or any other document or security;
- (g) any intermediate Payment of any of the Secured Liabilities owing to the Secured Parties in whole or in part; or
- (h) any insolvency or similar proceedings.

16.8 Chargor intent

Without prejudice to the generality of Clause 16.7 (*Waiver of defences*), each Chargor expressly confirms that it intends that the Security Interests shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents, any of its obligations in respect of the DB Sections 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.

16.9 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 person before claiming from that Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document.

16.10 Appropriations

Until all amounts which may be or become payable by the Obligors or the Chargors under or in connection with the Finance Documents and the DB Sections have been irrevocably paid in full and all facilities which might give rise to Secured Liabilities have terminated, each Secured Party (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Deed.

16.11 Deferral of Chargors' rights

Until all amounts which may be or become payable by the Obligors or the Chargors under or in connection with the Finance Documents and the DB Sections have been irrevocably paid in full and all facilities which might give rise to Secured Liabilities have terminated and unless the Security Trustee otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations (i) under the Finance Documents, (ii) in respect of the DB Sections or (iii) by reason of any amount being payable, or liability arising, under this Clause 16:

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

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Obligors or the Chargors under or in connection with the Finance Documents or the DB Sections to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Trustee or as the Security Trustee may direct for application in accordance with Clause 13 (*Order of distributions*).

16.12 Additional security

The Security Interests 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.

16.13 Tacking

Each Secured Party shall comply with its obligations under the Finance Documents (including any obligation to make further advances).

16.14 Prior Security Interests

- (a) 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 Security Assets or in case of exercise by the Security Trustee or any Receiver of any power of sale under this Deed, the Security Trustee may redeem such prior Security or procure the transfer thereof to itself.
- (b) The Security Trustee 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.
- (c) All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by each Chargor to the Security Trustee on demand.

17. DISCHARGE OF SECURITY

17.1 Final redemption

Subject to Clause 17.2 (*Retention of security*), if the Security Trustee is satisfied that all amounts which may be or become payable by the Obligors or the Chargors under or in connection with the Finance Documents and the DB Sections have been irrevocably paid in full and that all facilities which might give rise to Secured Liabilities have terminated, the Security Trustee shall at the request and cost of the Chargors release, reassign or discharge (as appropriate) and do all such deeds, acts and things as are reasonably necessary to release, reassign and/or discharge the Security Assets from the Security Interests, without recourse to, or any representation or warranty by, the Security Trustee or any of its nominees.

17.2 Retention of security

If the Security Trustee considers that any amount paid or credited to any Secured Party under any Finance Document or in respect of the DB Sections is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Liabilities have been irrevocably paid.

18. COSTS AND EXPENSES

18.1 Transaction expenses

Each Chargor shall, promptly on demand, pay the Security Trustee the amount of all costs and expenses (including legal fees) (together with any applicable VAT for which the Security Trustee is liable to account) reasonably incurred by the Security Trustee and by any Receiver or Delegate in

connection with the negotiation, preparation, printing, execution and perfection of this Deed and any other documents referred to in this Deed.

18.2 Amendment costs

If a Chargor requests an amendment, waiver or consent under this Deed, that Chargor shall, within three Business Days of demand, reimburse the Security Trustee for the amount of all costs and expenses (including legal fees) (together with any applicable VAT for which the Security Trustee is liable to account) incurred by the Security Trustee (and by any Receiver or Delegate) in responding to, evaluating, negotiating or complying with that request or requirement.

18.3 Enforcement and preservation costs

Each Chargor shall, within three Business Days of demand, pay to the Security Trustee the amount of all costs and expenses (including legal fees) (together with any applicable VAT for which the Security Trustee is liable to account) incurred by it in connection with the enforcement of or the preservation of any rights under this Deed and any proceedings instituted by or against the Security Trustee as a consequence of taking or holding the Transaction Security or enforcing these rights.

18.4 Stamp taxes

Each Chargor shall pay and, within three Business Days of demand, indemnify the Security Trustee against any cost, loss or liability the Security Trustee incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of this Deed.

18.5 Value added tax

- (a) Where this Deed requires any Party to reimburse or indemnify a person for or secure a person against any cost or expense, that Party shall reimburse or indemnify or secure (as the case may be) that person for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that that person shall determine, acting reasonably, that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.
- (b) Any reference in this Deed to any person who is liable to account for VAT or entitled to credit or repayment in respect of VAT shall, at any time when that person is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of that group at such time (the term "representative member" to have the same meaning as in the Value Added Tax Act 1994).

19. INDEMNITY

Each Chargor shall, within three Business Days of demand, indemnify the Security Trustee and any Receiver against any cost, loss, liability or expense incurred by it or them as a result of:

- (a) any breach by any Chargor of this Deed; or
- (b) the exercise or purported exercise of any of the rights and powers conferred on it or them by this Deed or otherwise relating to the Security Assets.

20. PAYMENTS

20.1 Undertaking to pay

Each Chargor shall pay each of the Secured Liabilities when due in accordance with their terms.

20.2 Demands

Any demand for payment made by any Secured Party shall, to the extent that any of the Secured Liabilities referred to therein are due and payable, be valid and effective even if it contains no statement of the relevant Secured Liabilities or an inaccurate or incomplete statement of them.

20.3 Payments

All payments by any Chargor under this Deed shall be made to such account, with such financial institution and in such other manner as the Security Trustee may direct.

20.4 Continuation of accounts

- (a) At any time after a Secured Party has received or is deemed to have received notice of any subsequent Security affecting all or any part of the Security Assets of any Chargor, that Secured Party may open a new account in the name of that Chargor (whether or not it permits any existing account to continue).
- (b) If that Secured Party does not open such a new account, it shall be treated as if it had done so when the relevant notice was received or deemed to have been received and as from that time all payments made by or on behalf of that Chargor to that Secured Party shall be credited or be treated as having been credited to the relevant new account and not as having been applied in reduction of the Secured Liabilities as at the time the relevant notice was received or deemed to have been received.

20.5 Contingencies

If all or any part of the Security Interests are enforced at a time when no amount is due under the Finance Documents or in respect of the DB Sections but any such amount may or will become due, the Security Trustee or the Receiver may pay the proceeds of any recoveries effected by it into a suspense account.

21. REMEDIES, WAIVERS AND DETERMINATIONS

21.1 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of any Secured Party, Receiver or Delegate, any right or remedy under this Deed, or any Finance Document or in respect of the DB Sections shall operate as a waiver of any such right or remedy or constitute an election to affirm any of this Deed, the Finance Documents or any document or agreement in respect of the DB Sections. No waiver or election to affirm any of the Finance Documents or any document or agreement in respect of the DB Sections on the part of any Secured Party, Receiver or Delegate shall be effective unless in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this

Deed, the Finance Documents and in any agreement or document in respect of the DB Sections are cumulative and not exclusive of any rights or remedies provided by law, including the right to appoint an Administrator under the Insolvency Act.

21.2 Certificates and Determinations

Any certification or determination by the Security Trustee or any Receiver of a rate or amount under this Deed or any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

22. SEPARATE AND INDEPENDENT OBLIGATIONS

- (a) Subject to paragraph (b) below, the Security created by each Chargor by or in connection with any Finance Document or the DB Sections is separate from and independent of the Security created or intended to be created by any other Obligor by or in connection with any Finance Document or the DB Sections.
- (b) Any reference in this Deed to a "Chargor" in relation to any Security Asset is, if that Chargor holds any right, title or interest in that Security Asset jointly with any other Chargor, a reference to those Chargors jointly.

23. ASSIGNMENT & CHANGES TO THE PARTIES

23.1 No assignments or transfers by Chargor

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

23.2 Assignments and transfers by the Security Trustee

The Security Trustee may assign and transfer all or any of its rights and obligations under this Deed to any successor security trustee appointed in accordance with the STID. The Security Trustee shall be entitled to disclose such information concerning any Chargor and this Deed as the Security Trustee 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.

24. NOTICES

24.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

24.2 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 Deed is that identified in the signing pages of this Deed or notified in writing to the Security Trustee on or prior to the date on which it becomes a Party, or any substitute address, fax number or department or officer which that Party may notify to the Security Trustee (or the Security Trustee may notify to the other Parties, if a change is made by the Security Trustee) by not less than five Business Days' notice.

24.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this Deed 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 24.2 (*Addresses*) if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Security Trustee will be effective only when actually received by the Security Trustee and then only if it is expressly marked for the attention of the department or officer identified with the Security Trustee's signature below (or any substitute department or officer as the Security Trustee shall specify for this purpose).
- (c) Any communication or document made or delivered to Midco in accordance with this Clause 24.3 will be deemed to have been made or delivered to each of the Debtors.
- (d) Any communication or document which becomes effective, in accordance with paragraphs (a) to (c) above, after 5:00 pm in the place of receipt shall be deemed only to become effective on the following day.

24.4 Notification of address and fax number

Promptly upon receipt of notification of an address and fax number or change of address or fax number pursuant to Clause 24.2 (*Addresses*) or changing its own address or fax number, the Security Trustee shall notify the other Parties.

24.5 Electronic communication

- (a) Any communication to be made between any two Parties under or in connection with this Deed may be made by electronic mail or other electronic means to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if those two Parties:
 - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt 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 electronic communication made between those two Parties will be effective only when actually received in readable form and in the case of any electronic communication made by a Party to the Security Trustee only if it is addressed in such a manner as the Security Trustee shall specify for this purpose.

- (c) Any electronic communication which becomes effective, in accordance with paragraph (b) above, after 5:00 pm in the place of receipt shall be deemed only to become effective on the following day.

24.6 English language

- (a) Any notice given under or in connection with this Deed must be in English.
- (b) All other documents provided under or in connection with this Deed must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Security Trustee, 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.

25. COUNTERPARTS

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

26. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

27. ENFORCEMENT

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a “Dispute”).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 27 is for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

This Deed has been delivered on the date stated at the beginning of this Deed.

SCHEDULE 1
THE CHARGORS

Name of Chargor	Registered number (or equivalent if any)	Original Jurisdiction
Hibu Midco Limited	8815103	England and Wales
Hibu Bidco Limited	8815128	England and Wales
YH Limited	4193755	England and Wales
Hibu Asia Pacific Holdings Limited	8809971	England and Wales
Yell Limited	4467291	England and Wales
hibu (UK) Limited	4205228	England and Wales
Moonfruit Limited	7298668	England and Wales
Sitemaker Software Limited	3871424	England and Wales
hibu Global Limited	8178911	England and Wales
hibu Mediaworks Limited	6649631	England and Wales
hibu Sales Limited	1403041	England and Wales
hibu Studio Limited	1674826	England and Wales
Hibu Finance (FX) Limited	8814864	England and Wales
Hibu Finance (USD) Limited	8816255	England and Wales
Owl Finance plc	10277047	England and Wales

SCHEDULE 2

RIGHTS OF RECEIVERS

Any Receiver appointed pursuant to Clause 14 (*Appointment of Receivers and Administrators*) shall have the right, either in its own name or in the name of the relevant Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person:

(a) Enter into possession

to take possession of, get in and collect all or any part of the Security Assets, and to require payment to it or to any Secured Party of any receivables;

(b) Carry on business

to manage and carry on any business of that Chargor;

(c) Contracts

to enter into any contract or arrangement and to perform, repudiate, rescind or vary any contract or arrangement to which that Chargor is a party;

(d) Deal with Security Assets

to sell, transfer, assign, exchange, hire out, lend, licence or otherwise dispose of or realise all or any part of the Security Assets to any person either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments or deferred);

(e) Hive down

to form a new company and to subscribe for or acquire (for cash or otherwise) any investment in or of the new company and to sell, transfer, assign, exchange and otherwise dispose of or realise any such investments or any rights attaching thereto;

(f) Borrow money

to borrow or raise money either unsecured or on the security of all or any part of the Security Assets (either in priority to the Security Interests or otherwise);

(g) Lend money

to lend money or advance credit to any person;

(h) Covenants and guarantees

to enter into bonds, covenants, guarantees, indemnities and other commitments;

(i) Dealings with tenants

to grant leases, tenancies, licences and rights of user, grant renewals and accept surrenders of leases, tenancies, licences or rights of user, and otherwise to reach agreements and make arrangements with, and to make allowances to, any lessees, tenants or other persons;

(j) Rights of ownership

to manage and use all or any part of the Security Assets and to exercise and do all such rights and things as the Receiver would be capable of exercising or doing if it were the absolute beneficial owner of all or any part of the Security Assets;

(k) Protection of Security Assets

to insure all or any part of the Security Assets, to carry out decorations, repairs, alterations, improvements and additions to all or any part of the Security Assets to commence and/or complete any building operation, to apply for and maintain any planning permission, building regulation approval or any other authorisation and to purchase or otherwise acquire or do anything in connection with all or any part of the Security Assets;

(l) Legal actions

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings relating to all or any part of the Security Assets or any business of that Chargor;

(m) Claims

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or relating to all or any part of the Security Assets or any business of that Chargor;

(n) Redemption of Security

to redeem any Security (whether or not having priority to the Security Interests) over all or any part of the Security Assets and to settle the accounts of any person with an interest in all or any part of the Security Assets;

(o) Employees

to appoint, hire and employ officers, employees, contractors, agents, advisors and others and to discharge any such persons and any such persons appointed, hired or employed by that Chargor;

(p) Delegation

to delegate in any manner to any person any rights exercisable by the Receiver under any Finance Document and any such delegation may be made upon such terms and conditions (including power to sub-delegate) as it thinks fit, and to pass confidential information to any such delegate;

(q) Insolvency Act

to exercise all powers set out in Schedule 1, Schedule B1 or (in the case of a Scottish Receiver) Schedule 2 to the Insolvency Act as now in force (whether or not in force at the date of exercise and

whether or not the Receiver is an administrative receiver) and any powers added to Schedule 1 or Schedule 2, as the case may be, after the date of this Deed;

(r) Receipts

to give a valid receipt for any moneys and do anything which may be necessary or desirable for realising all or any part of Security Assets; and

(s) Other powers

to do anything else it may think fit for the realisation of all or any part of the Security Assets or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of any Finance Document to which the relevant Chargor is party, the Law of Property Act or the Insolvency Act.

SCHEDULE 3

SHARES

Name of Chargor	Name of Issuer	No. and Type of Shares	Held in Certificated Form
Hibu Midco Limited	Hibu Bidco Limited	586,165,599 ordinary shares of £0.00000001 each	Yes
Hibu Midco Limited	Hibu Spain Holdco Limited	1 ordinary share of £0.01 each	Yes
Hibu Bidco Limited	Owl Finance plc	50,002 ordinary shares of £1.00 each	Yes
Owl Finance plc	YH Limited	503,692,605,599 ordinary shares of £0.00000001 each	Yes
YH Limited	Hibu Asia Pacific Holdings Limited	1 ordinary share of £1.00 each	Yes
YH Limited	Hibu (UK) Limited	73 ordinary shares of £1.00 each	Yes
YH Limited	Hibu Finance (FX) Limited	1 ordinary share of £1.00 each 360,116,630 A1 ordinary shares of £0.00000001 each 1,175,386,600 A2 ordinary shares of \$0.00000001 each 418,223,438 A3 ordinary shares of €0.00000001 each	Yes
hibu Asia Pacific Holdings Limited	Yell Limited	3 ordinary shares of £1.00 each	Yes
hibu (UK) Limited	Moonfruit Limited	16,110,000 ordinary shares of £0.01 each	Yes
hibu (UK) Limited	hibu Sales Limited	2 ordinary shares of £1.00 each	Yes
hibu (UK) Limited	hibu Global Limited	100,000 ordinary shares of £1.00 each	Yes
hibu (UK) Limited	hibu Mediaworks Limited	12 ordinary shares of £1.00 each	Yes
Moonfruit Limited	Sitemaker Software Limited	204,572 ordinary shares of £0.01 each	Yes
Hibu Sales Limited	Hibu Studio Limited	2 ordinary shares of £1.00 each	Yes

Name of Chargor	Name of Issuer	No. and Type of Shares	Held in Certificated Form
Hibu Finance (FX) Limited	Hibu Finance (USD) Limited	1 ordinary share of £1.00 each 619,038,529 \$ ordinary shares of \$0.00000001 each	Yes

SCHEDULE 4
INTELLECTUAL PROPERTY

Chargor	Trademark	Registration Number	Registration Date	Country
Hibu (UK) Limited	HIBU	2621840	5 October 2012	United Kingdom
Hibu (UK) Limited	YELL	3069427	27 March 2015	United Kingdom
Hibu (UK) Limited	YELL.COM	2532800	26 November 2009	United Kingdom
Hibu (UK) Limited	YELLOW PAGES	2479828	7 November 2008	United Kingdom

SIGNATURES

SIGNED as a **DEED** by **HIBU MIDCO LIMITED** acting by ROBERT HALL
a Director

.....
Director

In the presence of:
Name: CHRISTIAN WELLS
Address:

Occupation:

SIGNED as a **DEED** by **HIBU BIDCO LIMITED** acting by ROBERT HALL
a Director



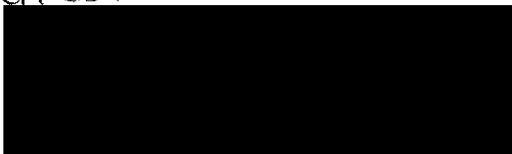
Director



In the presence of:

Name: CHRISTIAN WELLS

Address:



Occupation:



SIGNED as a DEED by YH LIMITED
acting by ROBERT HALL
a Director

[Redacted Signature]

Director

[Redacted Signature]

In the presence of:
Name: CHRISTIAN WELLS
Address: [Redacted]
Occupation: [Redacted]

[Redacted Signature]

SIGNED as a **DEED** by **HIBU ASIA PACIFIC
HOLDINGS LIMITED**

acting by ROBERT HALL
a Director

Director

In the presence of:

Name: CHRISTIAN WELLS

Address:

Occupation:

SIGNED as a **DEED** by **HIBU (UK) LIMITED**

acting by ROBERT HALL

a Director

Director

In the presence of:

Name: CHRISTIAN WELLS

Address:

Occupation:

SIGNED as a **DEED** by **MOONFRUIT LIMITED**

acting by ROBERT HALL

a Director

.....
Director

In the presence of:

Name: CHRISTIAN WELLS

Address:

Occupation:

SIGNED as a **DEED** by **SITEMAKER SOFTWARE LIMITED**

acting by ROBERT HALL
a Director

Director

In the presence of:

Name: CHRISTIAN WELLS

Address:

Occupation:

SIGNED as a **DEED** by **HIBU GLOBAL LIMITED**

acting by ROBERT HALL

a Director

Director

In the presence of:

Name: CHRISTIAN WELLS

Address:

Occupation:


SIGNED as a DEED by HIBU MEDIAWORKS
LIMITED


acting by ROBERT HALL
a Director


.....
Director

In the presence of:

Name: CHRISTIAN WELLS

Address: 

Occupation: 

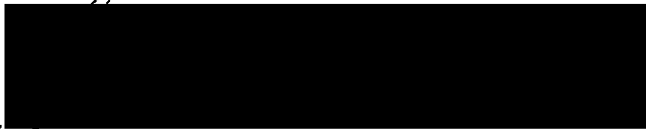
SIGNED as a **DEED** by **HIBU SALES LIMITED**

acting by ROBERT HALL

a Director



Director



In the presence of:

Name: CHRISTIAN WELLS

Address:

Occupation:



SIGNED as a **DEED** by **HIBU STUDIO LIMITED**

acting by ROBERT HALL

a Director

Director

In the presence of:

Name: CHRISTIAN WELLS

Address:

Occupation:

SIGNED as a **DEED** by **HIBU FINANCE (FX)**
LIMITED

acting by ROBERT HALL
a Director

Director

In the presence of:

Name: CHRISTIAN WELLS

Address:

Occupation:

SIGNED as a **DEED** by **HIBU FINANCE (USD)**
LIMITED

acting by ROBERT HALL
a Director

.....
Director

In the presence of:

Name: CHRISTIAN WELLS

Address:

Occupation:

SIGNED as a **DEED** by **OWL FINANCE plc**
acting by ROBERT HALL
a Director

Director

In the presence of:

Name: CHRISTIAN WELLS

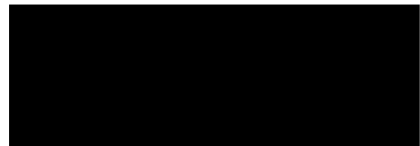
Address:

Occupation:

SIGNED as a **DEED** by **YELL LIMITED**


acting by ROBERT HALL


a Director


.....
Director

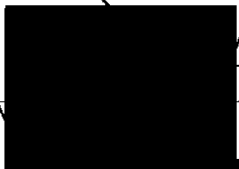
In the presence of:

Name: CHRISTIAN WELLS

Address: 


Occupation: 

SECURITY TRUSTEE

SIGNED as a ~~DEED~~ by ANTHONY STANFORD as
attorney for **GLOBAL LOAN AGENCY SERVICES**
LIMITED  Anthony Stanford
Transaction Manager

In the presence of:

Name: ANNA CHIROU

Address: 

Occupation: 