



Registration of a Charge

Company Name: **NTG EUROPE (UK) LIMITED**

Company Number: **09031686**



Received for filing in Electronic Format on the: **24/11/2023**

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Details of Charge

Date of creation: **22/11/2023**

Charge code: **0903 1686 0012**

Persons entitled: **JPMORGAN CHASE BANK N.A.**

Brief description: **ANY LAND AND INTELLECTUAL PROPERTY FROM TIME TO TIME OWNED BY THE COMPANY AND RIGHTS IN RELATION TO SUCH ASSETS.**

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:

NORTON ROSE FULBRIGHT LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9031686

Charge code: 0903 1686 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd November 2023 and created by NTG EUROPE (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th November 2023 .

Given at Companies House, Cardiff on 27th November 2023

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

Dated 22 November 2023

**NTG Europe (UK) Limited
(and others as Chargors)**

and

**JPMorgan Chase Bank, N.A.
(as Agent)**

Debenture

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the electronic copy of the original instrument.

Norton Rose Fulbright LLP

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NORTON ROSE FULBRIGHT

Date: 23/11/23

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Debenture

Dated 22 November 2023

Between

- (1) **NTG Europe (UK) Limited**, registered in England and Wales with number 09031686 (the **Company**)
- (2) **The Companies** identified in Schedule 1 (*The Chargors*) (together with the Company and each person which becomes a party to this Deed by executing a Deed of Accession, each a **Chargor** and together the **Chargors**); and
- (3) **JPMorgan Chase Bank, N.A.**, as agent and trustee for the Secured Parties (the **Agent**).

Recitals

- (A) The Lenders have agreed to make credit facilities available on the terms of the Credit Agreement.
- (B) The Chargors enter into this Deed to secure the repayment and satisfaction of the Secured Obligations.
- (C) The Chargors and the Agent intend that this document take effect as a deed notwithstanding that it may be executed under hand.

It is agreed:

1 Definitions and Interpretation

1.1 Definitions

In this Deed:

Act means the Law of Property Act 1925.

Book Debts means:

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Chargor; and
- (b) the benefit of all rights whatsoever relating to the debts referred to in (a) above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

Charged Accounts means the bank accounts of the Chargors specified in Schedule 3 (*Charged Accounts*) and the Schedule to any Deed of Accession and such other bank accounts as the Chargors may open from time to time other than the Excluded Accounts.

Credit Agreement means the New York law governed credit agreement dated on or about the date of this Deed and made between (1) North Technology Group, LLC and North Actionsports B.V., as Borrowers, (2) NSG (Bermuda) LP as Holdings, (3) the Borrowers, Holdings and certain of their subsidiaries (including the Chargors) as Guarantors, (4) JPMorgan Chase Bank, N.A., and BOFA Securities, Inc., in various capacities, including as Joint Lead Arrangers and (5) the

Lenders (as defined therein), as it may from time to time be amended, restated, novated, or replaced (however fundamentally, including by an increase of any size in the amount of the credit facilities made available under it, the alteration of the nature, purpose or period of those credit facilities or the change of its parties).

Deed of Accession means a deed of accession substantially in the form set out in Schedule 7 (*Deed of Accession*).

Default Rate means the rate specified in section 2.13(c) of the Credit Agreement.

Distribution Rights means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them.

Equipment means each Chargor's fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related authorisations, agreements and warranties.

Excluded Accounts means (i) an "Excluded Account" as defined in the U.S. Security Agreement excluding for this purpose any account falling under paragraph (f) of that definition; and (ii) any bank accounts held outside of England and Wales.

Excluded Assets means any "Excluded Assets" as defined in the U.S. Security Agreement.

Excluded Payments has the meaning given to it in the U.S. Security Agreement.

Financial Collateral has the meaning given to it by the Regulations.

Insurance means each contract or policy of insurance to which a Chargor is a party or in which it has an interest.

Intellectual Property Rights means:

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and
- (c) any other right to use (or which may arise from, relate to or be associated with), or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not, and including (but not limited to) the trademarks and patents (if any) registered at the UK Intellectual Property Office (the **UKIPO**) and specified for that Chargor in Schedule 6 (*Registered Trademarks and Patents*) hereto or in any corresponding Schedule to any Deed of Accession signed by an acceding Chargor.

Insolvency Event, in relation to a person, means:

- (a) the dissolution, liquidation, provisional liquidation, administration, administrative receivership or receivership of that person or the entering into by that person of a voluntary arrangement or scheme of arrangement with creditors;

- (b) any analogous or similar procedure in any jurisdiction other than England; or
- (c) any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction.

Insolvency Legislation means:

- (a) the Insolvency Act 1986 and secondary legislation made under it; and
- (b) any other primary or secondary legislation in England from time to time relating to insolvency or reorganisation.

Investments means all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations).

Land has the same meaning as it has in section 205(1) of the Act.

Officer, in relation to a person, means any officer, employee or agent of that person.

PSC register means a register of persons with significant control required pursuant to section 790M of the Companies Act 2006.

Receiver means a receiver appointed, or to be appointed, pursuant to this Deed or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Agent is permitted by law to appoint an administrative receiver, includes an administrative receiver.

Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them.

Restrictions Notice means a "restrictions notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

Right means any right, privilege, guarantee, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary.

Secured Obligations has the meaning given to that term in the Credit Agreement.

Secured Parties has the meaning given to that term in the Credit Agreement.

Security means:

- (a) any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, retention of title provision, trust of flawed asset arrangement for the purpose of, or which has the effect of, providing security or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect; and
- (b) any proprietary interest over an asset, or any contractual arrangement in relation to an asset, in each case created in relation to indebtedness and which has the same commercial effect as if security had been created over it.

Security Period means the period during which the obligations of the Chargors (or any of them) remain in force in accordance with the provisions of clause 21 (*Duration of the Security*).

Security Assets means all assets of each Chargor the subject of any security created by this Deed.

Shares means all shares held by any Chargor in its Subsidiaries.

Subsidiary means:

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006; and
- (b) any company which would be a subsidiary within the meaning of section 1159 of the Companies Act 2006 but for any Security subsisting over the shares in that company from time to time,

but on the basis that a person shall be treated as a member of a company if any shares in that company are held by that person's nominee or any other person acting on that person's behalf. For the avoidance of doubt, no Unrestricted Subsidiary or Unrestricted Investment shall be a Subsidiary hereunder.

U.S. Security Agreement means the New York law-governed security agreement dated on or about the date of this Deed between the Agent as the collateral agent and the Grantors (as defined therein).

Warning Notice means a "warning notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

UK Shares means all Shares in a Subsidiary incorporated in England and Wales.

1.2 Construction

- (a) Any reference in this Deed to:
 - (i) **assets** includes present and future properties, revenues and rights of every description;
 - (ii) an **authorisation** means an authorisation, consent, approval, licence, resolution, filing or registration;
 - (iii) this **Deed** or any **Loan Document** or any other agreement or instrument is a reference to this Deed, that Loan Document or other agreement or instrument as amended, amended and restated, varied, novated supplemented or replaced from time to time;
 - (iv) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (v) a **person** includes one or more of that person's assigns, transferees or successors in title, delegates, sub-delegates and appointees (in the case of a Loan Party only, in so far as such assigns, transferees or successors in title, delegates, sub-delegates and appointees are permitted in accordance with the Loan Documents) and any person, firm, company, corporation, government, state or agency of a state or any association, joint venture, consortium, trust or partnership or other entity (whether or not having separate legal personality);
 - (vi) the **Agent** or any other **Secured Party** (except for the references in clause 16 (*Power of attorney*)), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates;

- (vii) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (viii) a **guarantee** includes any guarantee or indemnity, bond, letter of credit, documentary or other credit, or other assurance against financial loss;
 - (ix) the words **include(s), including** and **in particular** will be construed as being by way of illustration or emphasis only and will not be construed as, nor will they take effect as, limiting the generality of any preceding words;
 - (x) **obligation** includes any obligation whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;
 - (xi) the words **other** and **otherwise** will not be construed *ejusdem generis* with any preceding words where a wider construction is possible
 - (xii) a provision of law is a reference to that provision as amended or re-enacted;
 - (xiii) words importing the singular shall include the plural and vice versa.
- (b) Clause and Schedule headings are for ease of reference only.
 - (c) An Event of Default is **continuing** if it has not been waived or remedied.
 - (d) Capitalised terms defined in the Credit Agreement have the same meaning when used in this Deed unless the context requires otherwise.
 - (e) The obligations of the Chargors under this Deed are joint and several.
 - (f) Where this Deed imposes an obligation on a Chargor to do something if required or requested by the Agent, it will do so as soon as practicable after it becomes aware of the requirement or request.
 - (g) It is intended that this document takes effect as a deed even though the Agent may only execute it under hand.
 - (h) This Deed may be executed in any number of counterparts. In addition, if this Deed is to be executed by any party by the signature of more than one person, they may so do on separate counterparts.
 - (i) The terms of the other Loan Documents and of any side letters between any parties in relation to any Loan Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
 - (j) Each of the charges in Clause 3 (*Creation of Security*) over each category of the assets, each asset and each sub-category of each asset specified in such clause shall be read and construed separately, as though each such category, asset and sub-category were charged independently and separately of each other and shall apply to both present and future assets.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Loan Document, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Loan Document, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.
- (c) The Secured Parties, each Receiver and each Officer may enforce and enjoy the benefit of any clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Contracts (Rights of Third Parties) Act 1999.

1.4 Contractual recognition of bail-in

The provisions of section 9.20 (*Acknowledgment and Consent to Bail In of Affected Financial Institutions*) of the Credit Agreement apply to this Deed as if set out in it but with all necessary changes and as if references to Loan Documents referred to this Deed.

2 Covenant to pay

Each Chargor covenants with the Agent as trustee for the Secured Parties that it will on demand of the Agent pay and discharge the Secured Obligations as and when they become due for payment or discharge by a Loan Party in accordance with the terms of the Loan Documents.

3 Creation of Security

3.1 Land

Each Chargor charges:

- (a) by way of legal mortgage its interest in the Land referred to in Schedule 2 (*Land charged by way of legal mortgage*); and
- (b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land,

and any Rights accruing to, derived from or otherwise connected with it (including insurances and proceeds of Disposal and of insurances).

3.2 Shares

Each Chargor mortgages or (if or to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge:

- (a) all Shares; and
- (b) all related Distribution Rights.

3.3 Investments

Each Chargor mortgages or (if and to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge:

- (a) all Investments; and
- (b) all related Distribution Rights,

including those held for it by any nominee.

3.4 Equipment

Each Chargor charges by way of fixed charge all Equipment.

3.5 Charged Accounts

Each Chargor charges by way of fixed charge all of its rights, title and interest in and to the Charged Accounts and all monies standing to the credit of any of the Charged Accounts and the debts represented by them.

3.6 Book Debts

Each Chargor charges by way of fixed charge:

- (a) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account; and
- (b) the benefit of all rights, Security and guarantees of whatsoever nature enjoyed or held by it in relation to anything referred to in paragraph (a) above.

3.7 Intellectual Property Rights

Each Chargor charges by way of fixed charge all Intellectual Property Rights, including all fees, royalties and other rights of every kind relating to or deriving from such Intellectual Property Rights.

3.8 Goodwill

Each Chargor charges by way of fixed charge its goodwill.

3.9 Uncalled capital

Each Chargor charges by way of fixed charge its uncalled capital.

3.10 Authorisations

Each Chargor charges by way of fixed charge the benefit of all authorisations held by it in relation to any Security Asset.

3.11 Insurance

Each Chargor charges by way of fixed charge all of its benefits, claims and returns of premiums in respect of the Insurance.

3.12 Excluded Assets

There shall be excluded from the charges created by clauses 3.1 to 3.11 above, any asset of the Chargors constituting an Excluded Asset, provided that if and when any asset shall cease to be an Excluded Asset, such property shall be deemed at all times from and after the date thereof to constitute a Security Asset pursuant to this Deed (unless and to the extent such property thereafter constitutes an Excluded Asset).

3.13 Floating charge

- (a) Each Chargor charges by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 3 (*Creation of Security*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Deed.

3.14 Trust

If or to the extent that for any reason the assignment, mortgaging or charging of any Security Asset is prohibited or restricted, each Chargor holds it on trust for the Agent.

4 Nature of Security Created

The Security created under this Deed is created:

- (a) as a continuing security and will extend for the ultimate balance of sums payable in connection with the Secured Obligations regardless of any intermediate payment or discharge in whole or part;
- (b) (except in the case of assets which are the subject of a legal mortgage under this Deed) over all present and future assets of the kind described which are owned by any Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Agent as agent and trustee for the Secured Parties; and
- (d) with full title guarantee.

5 Conversion of Floating Charge

5.1 Conversion on notice

Subject to Clause 5.2 (*Limitation*), the Agent may by written notice to a Chargor at any time during the Security Period convert all or part of the floating charge created by that Chargor under this Deed into a fixed charge in respect of any Security Asset specified in that notice if:

- (a) an Event of Default is continuing; or
- (b) the Agent reasonably considers that its Security over the assets concerned is in jeopardy and that it is necessary to do so to protect or preserve the priority of its Security.

5.2 Limitation

Clause 5.1 (*Conversion on notice*) shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.

6 Set-off

Set-off of matured Secured Obligation

- 6.1** A Secured Party may set off any matured Secured Obligation due from a Chargor (to the extent beneficially owned by that Secured Party) against any matured Obligation owed by that Secured Party to that Chargor, regardless of the place of payment, booking branch or currency of either

Obligation, in each case in accordance with the provisions of section 9.08 (*Right of Setoff*) of the Credit Agreement.

- 6.2** If the Obligations are in different currencies, the Secured Party may convert either Obligation at a market rate of exchange in its usual course of trading for the purpose of the set-off.

Rights additional

- 6.3** These Rights are in addition to the Security conferred on the Agent and the Secured Parties under this Deed.

7 Restrictions

7.1 Negative Pledge

No Chargor shall create or permit to subsist any Security of whatsoever nature on any Security Asset other than Permitted Liens or as created by this Deed.

7.2 Disposals

No Chargor shall sell, transfer, grant, lease or otherwise dispose of any Security Asset, except for:

- (a) the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created by Clause 3.13 (*Floating charge*);
- (b) disposals specifically permitted pursuant to sections 6.03 (*Fundamental Changes*), 6.05 (*Asset Sales*) or 6.06 (*Sale and Leaseback Transactions*) of the Credit Agreement; or
- (c) otherwise, with the consent of the Agent.

8 Representations and Warranties

8.1 Making of representations

- (a) Each Chargor makes the representations and warranties set out in this Clause 8 to the Agent and the Secured Parties on the date of this Deed.
- (b) Each Chargor repeats the representations and warranties in this Clause 8 (*Representations and Warranties*) on the same dates that the representations and warranties under section 3 (*Representations and Warranties*) of the Credit Agreement are repeated in accordance with the terms of the Credit Agreement.

8.2 Capacity

Entering into this Deed is within each Chargor's corporate, constitutional or other organisational powers and has been duly authorised by all necessary corporate, constitutional or other organisational actions. This Deed constitutes the legal, valid and binding obligations of each Chargor, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganisation, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

8.3 Title

The Chargors are the sole legal and beneficial owner of (or has good title to, or valid leasehold interests in) the Security Assets free of any Security (other than pursuant to or as permitted by the Loan Documents).

8.4 Security

Subject to the Legal Reservations and Perfection Requirements, this Deed creates the various forms of security it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of any Chargor, or otherwise.

8.5 Land

All Land beneficially owned by a Chargor as at the date of this Deed is described in Schedule 2 (*Land charged by way of legal mortgage*).

8.6 Shares

- (a) Subject to the Legal Reservations and Perfection Requirements:
 - (i) all Shares beneficially owned by a Chargor as at the date of this Deed are described in Schedule 5 (*Shares*);
 - (ii) all of the Shares and, to the extent applicable, all Investments are fully paid;
 - (iii) the constitutional documents of companies whose shares are subject to the Security created under this Deed do not and could not restrict or inhibit any transfer of those shares on creation or enforcement of the Security;
- (b) No Warning Notice or Restrictions Notice has been:
 - (i) issued to a Chargor; and
 - (ii) to the best of a Chargor's knowledge, issued to any other Loan Party,in each case in respect of all or any part of the UK Shares and remains in effect.
- (c) Each Chargor's PSC register is up to date and no Warning Notices or Restrictions Notices have been issued which have not been complied with or lifted.

8.7 Intellectual Property

The details of the Intellectual Property Rights appearing or referred to in Schedule 6 (*Registered Trademarks and Patents*):

- (a) are true, accurate, and complete in all material respects as at the date of this Deed; and
- (b) as of the date of this Deed, no Chargor is the owner of any interest in any other trademarks and patents registered at the UKIPO which are not identified in that Schedule.

9 Undertakings

9.1 Duration

The undertakings in this Clause 9 shall remain in force throughout the Security Period and are given by each Chargor to the Agent and the Secured Parties.

9.2 Book Debts

Following the occurrence of an Event of Default, each Chargor will collect and realise its Book Debts and other monies and receipts and pay the proceeds of any Book Debts into a Charged

Account or otherwise hold the proceeds on trust for the Agent, but shall at all times prior to the occurrence of an Event of Default which is continuing in respect of which the Agent has given it notice be free to deal with such Book Debts in accordance with the terms of the Credit Agreement.

9.3 Charged Accounts

Each Chargor will within ten (10) Business Days of the date of this Deed (or such later date as may be agreed by the Agent in its sole discretion) or, in respect of any Charged Account opened after the date of this Deed, as soon as reasonably practicable following the opening of such Charged Account, serve notice on the bank at which each Charged Account is opened, substantially in the form set out in Part I of Schedule 4 (*Forms of Notice to Banks and Acknowledgement*) and it shall use its commercially reasonable endeavours to obtain an acknowledgement of that notice from the relevant bank within 20 Business Days of service, substantially in the form set out in Part II of Schedule 4 (*Forms of Notice to Banks and Acknowledgement*) or such other form acceptable to the Agent in its absolute discretion.

9.4 Shares and Investments

Each Chargor covenants that, at all times during the Security Period:

- (a) as soon as reasonably practicable after the date of this Deed in respect of existing UK Shares, and promptly after any UK Shares are registered in, or transferred into the name of, that Chargor, or held by or in the name of the Agent, it shall, deposit with the Agent, in respect of or in connection with those UK Shares:

- (i) all stock and share certificates and documents of or evidencing title;
- (ii) signed undated transfers, completed in blank and, if the Agent so requires, pre-stamped; and
- (iii) any other documents as the Agent may from time to time reasonably request and require for perfecting its title, or the title of any purchaser and which the Agent requests in writing,

which in each such case will be held by the Agent at the expense and risk of the Chargor;

- (b) it will comply with all other conditions and obligations assumed by it in respect of any of the Shares and Investments where failure to so comply would in the reasonable opinion of the relevant Chargor adversely affect the interests of the Secured Parties;
- (c) it shall comply with any notice served on it in respect of all or any part of the UK Shares pursuant to Part 21A of the Companies Act 2006 within the timeframe specified in that notice and will deliver to the Agent:
 - (i) a copy of any such notice as soon as reasonably practicable upon receipt; and
 - (ii) a copy of the Chargor's response to such notice at the same time a response is sent to the relevant Subsidiary; and
- (d) it will use its reasonable endeavours to keep its PSC register up to date and that, if it issues any Restrictions Notices or Warning Notices it will send a copy of these to the Agent as soon as reasonably practicable after they are issued.

9.5 Land

- (a) Each Chargor shall as soon as reasonably practicable notify the Agent in writing if it acquires any estate or interest in Land which has a fair market value greater than \$5,000,000 (or its equivalent in any other currency).
- (b) Each Chargor shall as soon as reasonably practicable give notice in writing to the Agent if:
 - (i) it receives any notice under section 146 of the Act; or
 - (ii) any proceedings are commenced against it for the forfeiture of any lease of any Land,which in each case would be materially adverse to the Chargor's business.
- (c) If any Chargor acquires after the date of this Deed any freehold property with a fair market value greater than \$5,000,000 (or its equivalent in any other currency), it shall:
 - (i) as soon as reasonably practicable following a written request by the Agent and at the cost of the Chargor, execute and deliver to the Agent a legal mortgage in favour of the Agent of that property in the same form as this Deed (*mutatis mutandis*);
 - (ii) if required by the Agent and if the title to that freehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Deed; and
 - (iii) if applicable, ensure that the provisions of Clause 15.1 (*Application to Land Registrar*) are complied with in relation to that legal mortgage.
- (d) Each Chargor shall perform all its obligations under any law or regulation in any way related to or affecting its Land, except to the extent that non-performance of those obligations would not materially adversely affect the value or marketability of any of its Land.

9.6 Intellectual Property

- (a) Without prejudice to clause 15 (*Further Assurances*), each Chargor shall at its own expense promptly execute any document and do all assurances acts and things as the Agent may require to procure that the security created by this Deed is recorded as soon as possible by the Agent at the UKIPO in respect of any Intellectual Property registered at the UKIPO.
- (b) Without prejudice to clause 15 (*Further Assurances*) if after the date of this Deed, any Chargor (i) proposes to apply to register any Intellectual Property Rights in any register in which it is not already identified as being registered in or (ii) proposes to apply to register any Intellectual Property Rights not existing on the date of this Deed, such Chargor shall notify the Agent in each Compliance Certificate required to be delivered together with the financial statements required under Section 5.01(a) of the Credit Agreement and, if the Agent so requires and promptly notifies the Chargor, such Chargor shall ensure that application is made for the security created by this Deed to be recorded, and that any such security is recorded, at the same time as the application or registration (as the case may be) of such Intellectual Property Rights.

9.7 Request for information

Each Chargor will provide to the Agent:

- (a) such information about its Security Assets; and

- (b) such information about the extent to which it has complied with its obligations under this Deed;

as the Agent may from time to time reasonably request in accordance with the terms of the Credit Agreement.

10 Shares and Investments

10.1 Before an Event of Default

Until an Event of Default occurs and is continuing and the Agent has given notice to the relevant Chargor revoking its rights:

- (a) each Chargor may exercise any voting and other rights and powers attaching to its Shares and Investments, provided that, it may not exercise any such voting rights and powers in a manner which may prejudice the interests of the Secured Parties pursuant to this Deed;
- (b) each Chargor may receive and retain all dividends, distributions, interest and other income paid on, or derived from, its Shares and Investments which are paid or made to it, to the extent not in violation of the Credit Agreement and other than such distributions or payments which constitute Excluded Payments.

- 10.2** All Excluded Payments, and all dividends, distributions, interest and other income paid on, or derived from, its Shares and Investments, which are paid or made to a Chargor in violation of the Credit Agreement, shall be paid into a Charged Account or delivered to the Agent to hold as Security as the Agent may direct, and pending such payment into a Charged Account or such delivery to the Agent, shall be held on trust for the benefit of the Agent.

10.3 After an Event of Default

After an Event of Default occurs and is continuing and the Agent has given notice to the relevant Chargor revoking its rights, each Chargor shall promptly pay over to the Agent all monies arising from the Distribution Rights relating to the Shares and Investments which it may receive, and exercise all voting and other rights and powers attached to the Shares and Investments in any manner which the Agent may direct.

11 Enforcement

11.1 When Security becomes enforceable

The Security created by a Chargor under this Deed shall become enforceable:

- (a) on the occurrence of an Event of Default; or
- (b) if a Chargor so requests.

11.2 Powers on enforcement

At any time after the Security created by a Chargor under this Deed has become enforceable, the Agent may (without prejudice to any other of its rights and remedies and without notice to any Chargor, unless required by this Deed, the other Loan Documents or a Requirement of Law) do all or any of the following:

- (a) serve notice on any bank at which a Charged Account is open, terminating the Chargor's right to operate such Charged Account;

- (b) exercise all the powers and rights conferred on mortgagees by the Act, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the Act;
- (c) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, without the restrictions imposed by sections 99 and 100 of the Act;
- (d) to the extent that any Security Asset constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the Agent insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18;
- (e) subject to Clause 12.1 (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets;
- (f) appoint an administrator of any Chargor; and
- (g) take any other action it may decide in any jurisdiction other than England.

11.3 Disposal of the Security Assets

In exercising the powers referred to in Clause 11.2 (*Powers on enforcement*), the Agent or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

11.4 Application of moneys

All money received or recovered by the Agent or a Receiver under or in connection with the enforcement of the Security under this Deed will be applied in the order of priority specified in paragraph (b) of section 2.18 (*Payments and Performance Generally; Allocation of Proceeds; Sharing of Setoffs*) of the Credit Agreement, provided that any reference therein to the "Administrative Agent" shall be deemed to include the Agent and any Receiver.

12 Appointment and powers of Receivers

12.1 Method of appointment and removal

- (a) The Agent may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.
- (b) Every appointment or removal of a Receiver, of any delegate or of any other person by the Agent pursuant to this Deed may be made in writing under the hand of any officer or manager of the Agent (subject to any requirement for a court order in the removal of an administrative receiver) and otherwise in accordance with the Insolvency Legislation. The appointment of a Receiver may be made subject to such limitations as are specified by the Agent in the appointment. Subject to the Insolvency Legislation, the Agent may remove or replace any Receiver.

12.2 Powers of Receiver

- (a) Every Receiver shall have all the powers:
 - (i) of the Agent under this Deed;
 - (ii) conferred by the Act on mortgagees in possession and on receivers appointed under the Act, but without the restrictions contained in section 103 of the Act;

- (iii) in relation to, and to the extent applicable to, the Security Assets or any of them, the powers given to him by the Insolvency Legislation; and
 - (iv) in relation to any Security Asset, which he would have if he were its only beneficial owner.
- (b) Except to the extent provided by law, none of the powers described in this clause 12.2 will be affected by an Insolvency Event in relation to a Chargor

12.3 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Deed.

12.4 Receiver as agent

Every Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his acts and defaults and for the payment of his remuneration.

12.5 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Agent, and the maximum rate specified in section 109(6) of the Act shall not apply.

12.6 Delegation

- (a) The Agent and any Receiver may, for the time being and from time to time, delegate by power of attorney or in any other manner (including, without limitation, under the hand of any manager of the Agent) to any person any right, power or discretion exercisable by the Agent or such Receiver (as the case may be) under this Deed.
- (b) Any such delegation may be made upon the terms (including, without limitation, power to sub delegate) and subject to any regulations which the Agent or such Receiver (as the case may be) may think fit.
- (c) Neither the Agent nor any Receiver nor any of their respective Officers will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub delegate who shall be entitled to all the indemnities to which his appointor is entitled under this Deed.

12.7 Third parties

A person dealing with the Agent or with a Receiver is entitled to assume, unless it has actual knowledge to the contrary, that:

- (a) those persons have the power to do those things which they are purporting to do; and
- (b) they are exercising their powers properly.

13 Protection of purchasers

No purchaser or other person dealing with the Agent or any Receiver shall be bound or concerned:

- (a) to see or enquire whether the right of the Agent or any Receiver to exercise any of the powers conferred by this Deed has arisen or not;
- (b) with the propriety of the exercise or purported exercise of those powers; or
- (c) with the application of any moneys paid to the Agent, to any Receiver or to any other person.

14 Protection of the Secured Parties and Receivers

14.1 Exclusion of liability

None of the Agent, the other Secured Parties, any Receiver or any of their respective Officers shall have any responsibility or liability:

- (a) for any action taken, or any failure to take any action, in relation to all or any of the Security Assets;
- (b) to account as mortgagee in possession or for any loss upon realisation of any Security Asset;
- (c) for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies; or
- (d) for the loss or destruction of, or damage to, any of the Security Assets, or to any documents of or evidencing title to them, which are in the possession or held to the order of any such person (and which will be held by such persons at the expense and risk of the Chargors); or
- (e) for any other default or omission in relation to all or any of the Security Assets for which a mortgagee in possession might be liable,

except in the case of gross negligence or wilful misconduct on the part of that person.

14.2 General indemnity

Each Chargor shall indemnify the Agent, the other Secured Parties, any Receiver and their respective Officers against all actions, proceedings, demands, claims, costs, expenses, and other liabilities incurred by them in respect of all or any of the following:

- (a) any act or omission by any of them in relation to all or any of the Security Assets;
- (b) any payment relating to or in respect of all or any of the Security Assets which is made at any time by any of them;
- (c) any stamp, registration or similar tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Deed;
- (d) carrying out or purporting to carry out any of the rights, powers and discretions conferred on them by or permitted under this Deed; and
- (e) any breach by the Chargor of any of its covenants or other obligations to the Agent or any other Secured Party,

except in the case of gross negligence or wilful misconduct on the part of that person.

14.3 Indemnity out of the Security Assets

The Agent, the other Secured Parties, any Receiver and their respective Officers shall be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 14.2 (*General indemnity*).

14.4 Enforcement Expenses

Each Chargor shall pay all other costs and expenses (including legal fees and VAT) incurred from time to time in connection with the enforcement of or preservation of rights under this Deed by the Agent, or any Receiver, attorney, manager, agent or other person appointed by the Agent under this Deed or by statute, and keep each of them indemnified against any failure or delay in paying the same, in each case in accordance with section 9.03 (*Expenses; Limitation of Liability; Indemnity; Etc.*) of the Credit Agreement and as though any Receiver were an Indemnatee for the purpose of that section.

15 Further Assurances

15.1 Application to Land Registrar

Each Chargor consents to the registration against the registered titles specified in Schedule 2 (*Land charged by way of legal mortgage*) of:

- (a) a restriction in the following terms:

"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 JPMorgan Chase Bank, N.A., referred to in the charges register"; and

- (b) a notice that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Loan Documents.

15.2 Further action

Each Chargor shall, at its own expense, create all such Security, take any action and sign or execute all such documents, give all such notices, effect all such registrations (whether at the Companies Registry, an asset registry or otherwise), deposit all such documents and do all such other things as the Agent may require from time to time in order to:

- (a) give effect to the requirements of this Deed;
- (b) protect, preserve and perfect the Security intended to be created by or pursuant to this Deed;
- (c) protect and preserve the ranking of the Security intended to be created by or pursuant to this Deed with any other Security over any assets of any Chargor; or
- (d) facilitate the enforcement of Security created by this Deed, realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Agent, any Receiver or any administrator in connection with all or any of the Security Assets,

and any such document may (i) disapply section 93 of the Act and (ii) contain an assignment to the Agent of the Book Debts in any manner reasonably required by the Agent.

15.3 Law of Property (Miscellaneous Provisions) Act 1994

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to the provisions set out in this Clause 15 (*Further Assurances*).

16 Power of Attorney

16.1 Appointment

Each Chargor irrevocably and by way of security appoints each of:

- (a) the Agent;
- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Agent; and
- (c) any Receiver,

jointly and severally as that Chargor's attorney, in that Chargor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit following the occurrence of an Event of Default which is continuing or following the failure by that Chargor to comply with a request from the Agent to take an action required of that Chargor under this Deed in accordance with the terms of this Deed, to take any action and sign or execute any further documents which that Chargor is required to take, sign or execute in accordance with this Deed.

16.2 Ratification

Each Chargor agrees, promptly on the request of the Agent or any Receiver, to ratify and confirm all such actions taken and documents signed or executed.

17 Preservation of Security

17.1 Reinstatement

If any payment by a Chargor or any discharge given by the Agent (whether in respect of the obligations of any Chargor, any Loan Party or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of each Chargor shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Agent shall be entitled to recover the value or amount of that security or payment from each Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

17.2 Waiver of defences

The obligations of each Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this Clause 17.2 (*Waiver of defences*), would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or the Agent or any other Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Chargor, any other Loan Party or other person;
- (b) the release of any other Chargor, Loan Party or any other person under the terms of any composition or arrangement with any creditor of any Chargor, Loan Party or any other person;

- (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, Loan Party or any 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, Loan Party or any other person;
- (e) any amendment (however fundamental) or replacement of a Loan Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or security; or
- (g) any insolvency or similar proceedings.

17.3 Chargor intent

Without prejudice to the generality of Clause 17.2 (*Waiver of defences*), each Chargor expressly confirms that it intends that the security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Loan Documents and/or any facility or amount made available under any of the Loan Documents for the purposes of or in connection with any of the following:

- (a) acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- (i) any fees, costs and/or expenses associated with any of the foregoing.

17.4 Immediate recourse

Each Chargor waives any right it may have of first requiring the Agent to proceed against or enforce any other rights or security or claim payment from any person before enforcing the security constituted by this Deed. This waiver applies irrespective of any law or any provision of a Loan Document to the contrary.

17.5 Appropriations

Until the expiry of the Security Period, the Agent may:

- (a) refrain from applying or enforcing any other monies, security or rights held or received by the Agent in respect of the Secured Obligations, or apply and enforce the same in such

manner and order as it sees fit (whether against the Secured Obligations or otherwise) and no Chargor shall be entitled to the benefit of the same; and

- (b) hold in an interest-bearing suspense account any monies received from any Chargor or on account of any Chargor's liability in respect of the Secured Obligations.

17.6 Deferral of Chargors' rights

Until the expiry of the Security Period, and unless the Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Loan Documents:

- (a) to be indemnified by any other Chargor or any other Loan Party;
- (b) to claim any contribution from any other guarantor of any Chargor's or Loan Party's obligations under the Loan Documents; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any of the Agent's rights under the Loan Documents or of any other guarantee or security taken pursuant to, or in connection with, the Loan Documents by the Agent.

17.7 Additional Security

This Deed is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to any Secured Party.

17.8 New Accounts

If a Secured Party receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets it may open a new account or accounts with any Chargor and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by the relevant Chargor to that Secured Party:

- (a) shall be credited or be treated as having been credited to the new account of that Chargor; and
- (b) shall not operate to reduce the Secured Obligations at the time when the that Secured Party received or was deemed to have received such notice.

18 Notices

Any communications to be made under or in connection with this Deed will be made in accordance with section 9.01 (*Notices*) of the Credit Agreement.

19 Payments

19.1 Default interest

- (a) If a Chargor fails to make a payment to a person under this Deed, it will pay interest to that person on the amount concerned at the Default Rate from the date it should have made the payment until the date of payment (after, as well as before, judgment).
- (b) There shall be no charge of interest under this Deed where interest is charged in respect of such expense or liability pursuant to the terms of the Credit Agreement.

19.2 Currency indemnity

No payment by any Chargor (whether under a court order or otherwise) will discharge the obligations of such Chargor unless and until the Secured Party has received payment in full in the currency in which the obligation is denominated. If, on conversion into that currency, the amount of the payment falls short of the amount of the obligation concerned, the Secured Party will have a separate cause of action against that Chargor for the shortfall.

19.3 Certificates and determinations

Any certification or determination by the Agent of an amount payable by a Chargor under this Deed is, in the absence of manifest error, conclusive evidence of that amount.

20 Miscellaneous Provisions

20.1 Tacking

For the purposes of section 94(1) of the Act and section 49(3) of the Land Registration Act 2002 the Agent confirms on behalf of the Lenders that the Lenders shall make further advances to the Borrowers on the terms and subject to the conditions of the Loan Documents.

20.2 Separate Charges

This Deed shall, in relation to each Chargor, be read and construed as if it were a separate Deed relating to such Chargor to the intent that if any Security created by any other Chargor in this Deed shall be invalid or liable to be set aside for any reason, this shall not affect any Security created under this Deed by such first Chargor.

20.3 Invalidity

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

20.4 Rights and Remedies

The rights of the Secured Parties under this Deed are cumulative, may be exercised as often as considered appropriate and are in addition to the general law. Such rights (whether arising hereunder or under the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing and, in particular, any failure to exercise or delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right, any defective or partial exercise of any such rights shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation by any Secured Party or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right.

20.5 Accession of Affiliates

- (a) To the extent that any Affiliate of the Company is required by the terms of the Loan Documents to provide Security over its assets under English law, it may do so by executing a Deed of Accession and such Affiliate shall on the date which such Deed of Accession is executed by it become a party to this Deed in the capacity of a Chargor and this Deed shall be read and construed for all purposes as if such company had been an original party to this Deed as a Chargor (but for the avoidance of doubt the security created by such company shall be created on the date of the Deed of Accession).

- (b) Each Chargor (other than the Company) by its execution of this Deed or any Deed of Accession, irrevocably appoints the Company to execute on its behalf any Deed of Accession without further reference to or the consent of such Chargor and such Chargor shall be bound by any such Deed of Accession as if it had itself executed such Deed of Accession.

21 Duration of Security

- (a) The obligations of each Chargor under this Deed and the Security created by this Deed will continue until the Secured Obligations have been Paid in Full, regardless of any intermediate payment or discharge in whole or in part.
- (b) If any payment by a Chargor or any other security provider or any release given by the Agent (whether in respect of the Secured Obligations or any security for them or otherwise) is avoided or reduced as a result of an Insolvency Event or any similar event:
 - (i) the liability of such Chargor under this Deed will continue as if the payment, release, avoidance or reduction had not occurred; and
 - (ii) the Agent will be entitled to recover the value or amount of that security or payment from such Chargor, as if the payment, release, avoidance or reduction had not occurred.
- (c) Section 93 of the Act will not apply to this Deed.

22 Covenant to release

After the Secured Obligations have been Paid in Full, the Agent shall, at the request and cost of any Chargor:

- (a) release, discharge and re-assign the Security constituted by this Deed and procure the reassignment to the relevant Chargor of the Security Assets assigned to the Agent pursuant to this Deed; and
- (b) execute any other documents (or procure that its nominees execute any documents), or take any other action, which the Agent reasonably determines necessary to release the Security Assets from the Security.

If any Security Asset is sold, transferred or otherwise disposed of by any Chargor (other than to another Loan Party) in a transaction permitted by the Credit Agreement, then the Agent at the request and expense of such Chargor, shall execute and deliver to such Chargor all releases or other documents reasonably necessary for the release of the Security created hereby on such Security Asset and a certificate confirming that the floating charge has not crystallised on such Security Asset.

23 Governing Law and Jurisdiction

23.1 Governing Law

English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

23.2 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of 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 23.2 (*Jurisdiction*) is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, a Secured Party may take concurrent proceedings in any number of jurisdictions.

This Deed has been entered into as a deed, and it has been delivered on the date stated at the beginning of this Deed.

Schedule 1
The Chargors

Name of Chargor	Jurisdiction of incorporation	Registration number (if any)
NTG Europe (UK) Limited	England and Wales	09031686
North Actionsports Group Limited	England and Wales	11720918
North Sails Limited	England and Wales	05493379
Southern Spars (UK) Limited	England and Wales	06781537

Schedule 2
Land charged by way of legal mortgage

None as at the date of this Deed.

Schedule 3 Charged Accounts

Name of Chargor	Type of account	Account Number and Sort Code (if applicable)	Account Bank
NTG Europe (UK) Limited	Operating Account	[REDACTED]	NatWest Bank, Hampshire House, Templars Way, Chandlers Ford, Hampshire, SO53 3RY
NTG Europe (UK) Limited	Operating Account	[REDACTED]	NatWest Bank, Hampshire House, Templars Way, Chandlers Ford, Hampshire, SO53 3RY
NTG Europe (UK) Limited	Operating Account	[REDACTED]	NatWest Bank, Hampshire House, Templars Way, Chandlers Ford, Hampshire, SO53 3RY
NTG Europe (UK) Limited	Operating Account	[REDACTED]	NatWest Bank, Hampshire House, Templars Way, Chandlers Ford, Hampshire, SO53 3RY
North Sails Limited	Operating Account	[REDACTED]	NatWest Bank, Hampshire House, Templars Way, Chandlers Ford, Hampshire, SO53 3RY
North Sails Limited	Operating Account	[REDACTED]	NatWest Bank, Hampshire House, Templars Way, Chandlers Ford, Hampshire, SO53 3RY
North Sails Limited	Operating Account	[REDACTED]	NatWest Bank, Hampshire House, Templars Way, Chandlers Ford, Hampshire, SO53 3RY
North Sails Limited	Operating Account	[REDACTED]	NatWest Bank, Hampshire House, Templars Way, Chandlers Ford, Hampshire, SO53 3RY
Southern Spars (UK) Limited	Operating Account	[REDACTED]	NatWest Bank, Hampshire House, Templars Way, Chandlers Ford, Hampshire, SO53 3RY
Southern Spars (UK) Limited	Operating Account	[REDACTED]	NatWest Bank, Hampshire House, Templars Way, Chandlers Ford, Hampshire, SO53 3RY

Schedule 4
Forms of Notice to Banks and Acknowledgement

Part I - Charged Accounts Notice

[From the relevant Chargor]

[Date]

[Bank]

[Branch]

Attention: [•]

Dear Sirs,

- 1 We hereby give you notice that by a debenture dated [•], we have charged to JPMorgan Chase Bank, N.A. (the **Agent**) all our rights, title, interest and benefit in and to the following account(s) held with yourselves and all amounts standing to the credit of such account from time to time:

Account No. [•], sort code [•]

Account No. [•], sort code [•]

[Repeat as necessary]

(the **Charged Account(s)**).

- 2 Please acknowledge receipt of this letter by returning a copy of the attached letter on your own headed notepaper with a receipted copy of this notice forthwith, to the Agent at [•], Attention: [•].

Yours faithfully

.....
for and on behalf of
[the relevant Chargor]

Part II - Charged Accounts Acknowledgement

[From the relevant Bank]

[Date]

JPMorgan Chase Bank, N.A. (the **Agent**)

[Address]

Attention: [•]

Dear Sirs,

[Name of Chargor] (Company)

- 3 We refer to the notice, received today from the Company with respect to the charge which it has granted to you over the Charged Accounts (the **Notice**).
- 4 Terms not defined in this letter will have the meanings given to them in the Notice.
- 5 We hereby acknowledge that the Company has charged to you all of its rights, title, interest and benefit in and to the Charged Accounts.
- 6 We hereby irrevocably undertake to you that until receipt by us of notice from you confirming that you no longer have any interest in the Charged Accounts we will:
 - (a) not exercise any right of combination, consolidation, merger or set-off which we may have in respect of, or otherwise exercise any other right which we may have to apply any monies from time to time standing or accruing to the credit of the Charged Accounts save for fees and charges payable to us for the operation of the Charged Accounts;
 - (b) promptly notify you of any renewal, renumbering or redesignation of any and all of the Charged Accounts;
 - (c) on request from you send to you copies with respect to all the Charged Accounts of all statements together with copies of all credits, debits and notices given or made by us in connection with such account;
 - (d) permit or effect any withdrawal or transfer from the Charged Accounts in accordance with the Chargor's mandate with us until we receive notice from you that an Event of Default has occurred and is continuing and terminating the Chargor's right to operate the Charged Accounts;
 - (e) comply with all instructions received by us from you from time to time with respect to the conduct of the Charged Accounts provided that such instructions are given in accordance with the terms of this letter;
 - (f) hold all monies from time to time standing to the credit of the Charged Accounts to your order and to pay all or any part of those monies to you (or as you may direct) promptly following receipt of written instructions from you to that effect following an Event of Default which is continuing, provided that:
 - (i) all instructions are received in writing to us at email [•], attention: [•]; and

- (ii) all instructions must be received by 2pm if they are to be complied with on the same Business Day. Instructions received outside such hours will be complied with on the next Business Day following such receipt. Email instructions will be deemed received at the time of transmission; and
 - (iii) to the extent that an instruction is given which would in our opinion cause any Charged Account to become overdrawn we will transfer the cleared balance in the account.
- (g) not be obliged to comply with any instructions received from you where:
- (i) due to circumstances not within our direct control we are unable to comply with such instructions; and
 - (ii) that to comply with such instructions will breach a Court Order or be contrary to applicable law;
- and in each case we will give notice thereof to you and the Company as well as reasons why we cannot comply with such instructions; and
- (h) in the event that we are unable to comply with any instructions due to circumstances set out in paragraph (g), not be responsible for any loss caused to you or to the Company and in any event we will not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused).
- 7 You acknowledge that we are obliged to comply with the terms of this letter and that we have no notice of the particulars of the charge granted to you by the Company other than as set out in the Notice and this letter. You further acknowledge that subject to the terms of this letter we will not be liable to you in any respect if the Company operates the Charged Accounts in breach of any agreement entered into by the Chargor with you.
- 8 We are irrevocably authorised by you to follow any instructions received from you in relation to the Charged Accounts from any person that we reasonably believe is an authorised officer of the Agent, without further inquiry as to the Agent's right or authority to give such instructions and we will be fully protected in acting in accordance with such instructions.
- 9 This letter is governed by and will be construed in accordance with English law.

Yours faithfully

We hereby acknowledge and accept the terms of this letter

.....
for and on behalf of
[Bank]

.....
for and on behalf of
JPMorgan Chase Bank, N.A.

Schedule 5 Shares

Chargor	Company Name	Type of Share/Interest held	Number of Shares/Interests Held
NTG Europe (UK) Limited	North Sails Limited	Ordinary shares	10,000
NTG Europe (UK) Limited	North Sails N.V.	Ordinary shares	61,132
NTG Europe (UK) Limited	North Sails GmbH	N/A	Capital contribution of €33,750
NTG Europe (UK) Limited	North Sails (New Zealand) Limited	Ordinary shares	750,000
NTG Europe (UK) Limited	North Sails AB	Ordinary shares	5,000
NTG Europe (UK) Limited	North Sails S.r.l	Ordinary shares	10,000
NTG Europe (UK) Limited	North Sails Holdco (France) SAS	Ordinary shares	2,320,001
NTG Europe (UK) Limited	North Sails S.L.U.	Ordinary shares	1,000
NTG Europe (UK) Limited	North Sails A/S	Ordinary shares	870,597
NTG Europe (UK) Limited	North Sails (Australia) Pty Limited	Ordinary shares	10,000
NTG Europe (UK) Limited	North Sails Europe BV	Ordinary shares	100
NTG Europe (UK) Limited	North Sails Hong Kong Limited	Ordinary shares	10,000
North Sails Limited	North Sails N.V.	Ordinary shares	868
North Actionsports Group Ltd	North Actionsports Group B.V.	Ordinary shares	18,000
North Actionsports Group Ltd	North Kiteboarding Australasia Ltd	Ordinary shares	2,000
Southern Spars (UK) Limited	Future Fibres Lanka (PVT) Ltd	Ordinary shares	10,001

Southern Spars (UK) Limited	Future Fibres Rigging Systems S.L.	Ordinary shares	215,740
Southern Spars (UK) Limited	NTG Masts Europe B.V.	Ordinary shares	1,000
Southern Spars (UK) Limited	Southern Spars Europe sp. Z.o.o	Ordinary shares	99

Schedule 6
Registered Trademarks and Patents

None as at the date of this Deed.

Schedule 7

Deed of Accession

THIS DEED OF ACCESSION is dated [•] and made

BETWEEN

- (1) **[•] Limited** [registered in England and Wales with number [•]] (the **New Chargor**);
- (2) **NTG Europe (UK) Limited** registered in England and Wales with number 09031686 for itself and as agent for and on behalf of each of the other Chargors presently party to the Debenture (as defined below) (**Company**); and
- (3) **JPMorgan Chase Bank, N.A.**, (the **Agent**)

RECITALS

- (A) The Company and others as Chargors entered into a debenture dated [•] (as supplemented and amended from time to time, the **Debenture**) in favour of the Agent.
- (B) The New Chargor has at the request of the Company and in consideration of the Secured Parties continuing to make facilities available to the Borrowers and after giving due consideration to the terms and conditions of the Loan Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed by it will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed and thereby become a Chargor under the Debenture.
- (C) The Chargors and the Agent intend that this document take effect as a deed notwithstanding that it may be executed under hand.

IT IS AGREED:

- 1 Terms defined in the Debenture have the same meaning when used in this Deed.
- 2 The New Chargor agrees to become a party to and bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to the Debenture in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed).
- 3 The New Chargor undertakes to be bound by all of the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.
- 4 The New Chargor grants to the Agent the assignments, charges, mortgages and other Security described in the Debenture as being granted, created or made by Chargors under the Debenture to the intent that its assignments, charges, mortgages and other Security shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture, in any other Deed of Accession or any other Loan Document.
- 5 The Debenture and this Deed shall be read and construed as one to the extent and so that references in the Debenture to:
 - (a) this Deed and similar phrases shall be deemed to include this Deed;

- (b) Schedule 2 (*Land charged by way of legal mortgage*) shall be deemed to include a reference to Part I of the Schedule to this Deed;
 - (c) Schedule 4 (*Shares*) shall be deemed to include a reference to Part II of the Schedule to this Deed;
 - (d) Schedule 5 (*Charged Accounts*) shall be deemed to include a reference to Part III of the Schedule to this Deed;
 - (e) Schedule 6 (*Registered Trademarks and Patents*) shall be deemed to include a reference to Part IV of the Schedule to this Deed.
- 6 The parties agree that the bank accounts of the New Chargor specified in Part III of the Schedule to this Deed as Charged Accounts will be designated as Charged Accounts for the purposes of the Debenture.
- 7 The Company, for itself and as agent for and on behalf of the other Chargors under the Debenture, agrees and consents to all of the matters provided for in this Deed.
- 8 Without limiting the generality of the other provisions of this Deed and the Debenture, pursuant to the terms of this Deed and the Debenture, the New Chargor as security for the payment and performance of the Secured Obligations, and in the manner specified in clause 4 (*Nature of Security Created*) of the Debenture and subject to clause 9 below:
- (a) charges to the Agent by way of legal mortgage all of the property (if any) now belonging to it brief descriptions of which are specified in Schedule 2 (*Land charged by way of legal mortgage*) to the Debenture and/or Part I of the Schedule to this Deed;
 - (b) mortgages or (if to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge to the Agent all of the Shares (if any) brief descriptions of which are specified in Part II of the Schedule to this Deed (which shall from today's date form part of the Shares for the purposes of the Debenture) and all related Distribution Rights;
 - (c) charges to the Agent by way of a fixed charge all of its right, title and interest in and to the Charged Account(s) specified in Part III of the Schedule to this Deed and all monies standing to the credit of such Charged Account(s) and the debts represented by them; and
 - (d) charges to the Agent by way of fixed charge its Intellectual Property Rights (if any) specified in Part IV of the Schedule to this Deed (which shall from today's date form part of the Intellectual Property Rights of the Chargors for the purposes of the Debenture).
- 9 There shall be excluded from the charges created by clause 8 above, any asset of the Chargors constituting an Excluded Asset, provided that:(i) if and when any asset shall cease to be an Excluded Asset, such property shall be deemed at all times from and after the date thereof to constitute a Security Asset pursuant to the Debenture and (ii) that Excluded Assets shall not include any proceeds, substitutions or replacements of any Excluded Assets, in each case unless and to the extent such property would independently thereafter constitute an Excluded Asset).
- 10 English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE

Part I – Land

[Insert details of any real property owned by the New Chargor]

Part II – Shares

[Insert details of all Shares of the New Chargor]

Part III - Charged Accounts

[Insert details of all Charged Accounts of the New Chargor]

Part IV – Registered Trademarks and Patents

[Insert details of any Intellectual Property Rights owned by the New Chargor registered at the UKIPO]

SIGNATORIES
[to the Deed of Accession]

The New Chargor

Executed as a deed by)
[•] LIMITED)
acting by a director in the presence of:)

Signature of witness:

Name of witness:

Address:

.....

The Company

for itself and as agent for the other
Chargors party to the Debenture

Executed as a deed by)
NTG EUROPE (UK) LIMITED)
acting by a director in the presence of:)

Signature of witness:

Name of witness:

Address:

.....

The Agent

JPMORGAN CHASE BANK, N.A.

By:

Name:

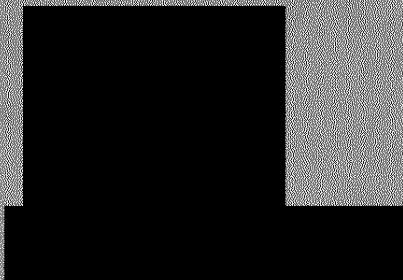
Title:

SIGNATORIES

The Chargors

Executed as a deed by
NTG EUROPE (UK) LIMITED
acting by a director in the presence of:

)
)
)



Signature of witness:

Name of witness:

Address:

.....STEVE GRAY.....
.....837 SERVICE AVE.....
.....DANFORTH CT USA.....

Executed as a deed by
NORTH SAILS LIMITED
acting by a director in the presence of:

)
)
)

Signature of witness:

Name of witness:

Address:

.....
.....
.....
.....

Executed as a deed by
NORTH ACTIONSPORTS GROUP LIMITED
acting by a director in the presence of:

)
)
)

Signature of witness:

Name of witness:

Address:

.....
.....
.....
.....

SIGNATORIES

The Chargors

Executed as a deed by)
NTG EUROPE (UK) LIMITED)
acting by a director in the presence of:)

Signature of witness:

Name of witness:

Address:

.....

Executed as a deed by
NORTH SAILS LIMITED
acting by a director in the presence of:

Signature of witness:

Name of witness:

Address:

.....
Paul Hobson

Executed as a deed by)
NORTH ACTIONSPORTS GROUP LIMITED)
acting by a director in the presence of:)

Signature of witness:

Name of witness:

Address:

.....

SIGNATORIES

The Chargors

Executed as a deed by)
NTG EUROPE (UK) LIMITED)
acting by a director in the presence of:)

Signature of witness:

Name of witness:

Address:
.....

Executed as a deed by)
NORTH SAILS LIMITED)
acting by a director in the presence of:)

Signature of witness:

Name of witness:

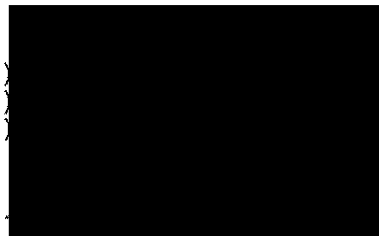
Address:
.....

Executed as a deed by)
NORTH ACTIONSPORTS GROUP LIMITED)
acting by a director in the presence of:)

Signature of witness:

Name of witness:

Address:
.....
.....



..... Andrew Schneider

..... 837 Seaview Ave

..... Bridgeport CT 06607

Executed as a deed by
SOUTHERN SPARS (UK) LIMITED
acting by a director in the presence of:



Signature of witness:


Name of witness:

Address:

..... Andrew Schneider
..... 837 Seaside Ave
..... Bridgeport CT 06607

The Agent

JPMORGAN CHASE BANK, N.A.

By: 
Name: Sarah McCabe

Title: Vice President