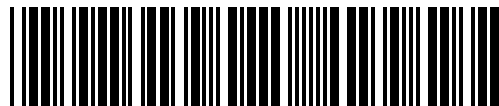




Registration of a Charge

Company Name: **ARCSERVE UK HOLDING LIMITED**

Company Number: **09090754**



Received for filing in Electronic Format on the: **05/07/2021**

XA843Q80

Details of Charge

Date of creation: **30/06/2021**

Charge code: **0909 0754 0011**

Persons entitled: **MONROE CAPITAL MANAGEMENT ADVISORS, LLC**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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: **MICHELLE LI**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9090754

Charge code: 0909 0754 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2021 and created by ARCSERVE UK HOLDING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th July 2021 .

Given at Companies House, Cardiff on 6th July 2021

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 30 June 2021

**(1) THE COMPANIES
identified in Schedule 1 as Original Chargors**

- and -

**(2) MONROE CAPITAL MANAGEMENT ADVISORS, LLC
as Security Agent**

SECURITY AGREEMENT

CONTENTS

Clause	Subject Matter	Page
1.	DEFINITIONS AND INTERPRETATION	1
2.	COVENANT TO PAY; FURTHER ADVANCES	6
3.	GRANT OF SECURITY	6
4.	RESTRICTIONS ON DEALING	11
5.	INTELLECTUAL PROPERTY	11
6.	SECURITIES	11
7.	REPRESENTATIONS AND WARRANTIES	13
8.	POWER TO REMEDY	14
9.	ENFORCEMENT	14
10.	ADMINISTRATOR AND RECEIVER	15
11.	AMOUNTS RECEIVED	17
12.	POWER OF ATTORNEY AND DELEGATION	18
13.	PROTECTION OF SECURITY AND FURTHER ASSURANCE	19
14.	INCORPORATION OF TERMS	20
15.	MISCELLANEOUS	20
16.	DEMANDS AND NOTICES	21
17.	ASSIGNMENT AND TRANSFER	21
18.	RELEASE OF SECURITY	21
19.	GOVERNING LAW	22
20.	ENFORCEMENT	22
21.	COUNTERPARTS	23

Schedule

SCHEDULE 1	Original Chargors	24
SCHEDULE 2	Accounts	25
SCHEDULE 3	Form of Deed of Accession	1
SCHEDULE 4	6
Part 1	Form of notice to insurers	6
Part 2	Form of acknowledgement from insurers	8
SCHEDULE 5	9
Part 1	Form of notice to counterparties of Assigned Agreements	9
Part 2	Form of acknowledgement from counterparties of Assigned Agreements	11
SCHEDULE 6	12
Part 1	Form of notice of charge to third party bank	12
Part 2	Form of acknowledgement from third party bank	14

SECURITY AGREEMENT

DATE: 30 June 2021

PARTIES:

- (1) **THE COMPANIES**, whose names, registered numbers and registered offices are set out in schedule 1 (the "**Original Chargors**"); and
- (2) **MONROE CAPITAL MANAGEMENT ADVISORS, LLC** as collateral agent (the "**Security Agent**").

BACKGROUND

- (A) The Original Chargors are entering into this deed in connection with the Finance Documents.
- (B) The Security Agent and the Original Chargors intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. Definitions and interpretation

1.1 Definitions

Unless otherwise provided in this deed, terms defined in the Credit Agreement shall have the same meaning where used in this deed.

In addition, in this deed, unless the context otherwise requires, the following words shall have the following meanings:

"Accounts": all accounts (including any Trading Accounts and Blocked Accounts), and all moneys from time to time standing to the credit (including any interest thereon) of such accounts and all rights in relation thereto, with any bank, financial institution or other person in any jurisdiction now or at any time hereafter (and from time to time) owned, operated or held by any Chargor or in which any Chargor has an interest;

"Additional Chargor": any person which becomes a Chargor by executing a Deed of Accession;

"Administrator": a person appointed in accordance with Schedule B1 Insolvency Act 1986 to manage a Chargor's affairs, business and property;

"Assigned Agreements": any agreement designated in writing as an Assigned Agreement by a Chargor and the Security Agent;

"Blocked Account": in relation to a Chargor:

- (a) any account so detailed in part 1 of schedule 1 to any Deed of Accession by which it has acceded to this deed, in each case specified as belonging to it; or
- (b) any other account which the Security Agent and that Chargor have so designated;

"Charged Assets": all the assets for the time being subject to the Security created by this deed (and references to the Charged Assets include references to any part of them);

"Chargor": an Original Chargor or an Additional Chargor;

"Control Agreement": means each of the following:

- (a) a control agreement between the Security Agent, Arcserve (UK) Limited and Bank of America, N.A. (as the Account Bank as defined in clause 3.5.3 below) in respect of the Account specified opposite the name of Arcserve (UK) Limited in Schedule 2 (*Accounts*); and
- (b) a control agreement between the Security Agent, Arcserve UK Branch Limited and Bank of America, N.A. as the Account Bank (as defined in clause 3.5.3 below) in respect of the Account specified opposite the name of Arcserve UK Branch Limited in Schedule 2 (*Accounts*);

"Credit Agreement": the credit agreement dated 16 March 2021 and made between, amongst others, the Security Agent, Arcstor Midco LLC as Borrower and Arcstor Parent LLC as Holdings relating to certain loan and other banking facilities;

"Debts": all book and other debts, of any kind whatsoever now or at any time hereafter (and from time to time) due, owing or payable to any Chargor or in which any Chargor has an interest and the proceeds of the same, including the benefit of any judgement or order to pay a sum of money, and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same;

"Deed of Accession": a deed substantially in the form of schedule 3 (*Form of Deed of Accession*);

"Equipment": all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property now or at any time hereafter (and from time to time) owned by any Chargor, and any part thereof, together with the benefit of all contracts and warranties relating to the same;

"Excluded Assets": has the meaning given to the term in the Credit Agreement;

"Finance Documents": the Loan Documents as defined in the Credit Agreement;

"Finance Party": the Administrative Agent and the Lenders as defined in the Credit Agreement, and **Finance Parties** shall be construed accordingly;

"Floating Charge Assets": all the assets for the time being subject to the floating charge created by this deed (and references to the Floating Charge Assets include references to any part of it);

"Goodwill": all goodwill now or at any time hereafter (and from time to time) of or in a Chargor;

"Insurance Policies": all contracts and policies of insurance or assurance and all moneys payable under or pursuant to such policies, now or at any time hereafter (and from time to time) taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest;

"Intellectual Property": all interests in respect of any patent (including supplementary protection certificates), trade mark, service mark, trade name, registered design, design right, copyright, know-how, utility model, topographical or similar right, moral right, invention, confidential information, trade secret, database right, right in passing off and any other right in intellectual property subsisting anywhere in the world in any of the foregoing whether registered or unregistered and in each case, any registrations, extensions, renewals or applications of or for the same, now or at any time hereafter (and from time to time) owned or held by any Chargor or (to the extent of its interest) in which any Chargor has an interest;

"LPA": the Law of Property Act 1925;

"Obligor": each Loan Party as defined in the Credit Agreement and **Obligors** shall be construed accordingly;

"Pension Fund Interests": all interests and rights now or at any time hereafter (and from time to time) owned or held by any Chargor in relation to any pension fund;

"Receiver": a person appointed by the Security Agent to be a receiver or receiver and manager or (if permitted by law) an administrative receiver of all or any part of the Charged Assets of any Chargor;

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

"Secured Liabilities": all present and future liabilities and obligations at any time due, owing or incurred by each Obligor to any Secured Party under or in connection with the Finance Documents, both actual and contingent and whether incurred solely or jointly, as principal or surety and/or in any other capacity, and all Obligations (as defined in the Credit Agreement);

"Securities": all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time hereafter (and from time to time) owned by any Chargor, or in which any Chargor has an interest, together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights, income, money or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof;

"Securities Issuer": the issuer of any Securities;

"Security": 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 Period": the period starting on the date of this deed and ending on the date on which the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full;

"Trading Account": in relation to any Chargor:

- (a) any account detailed in part 2 of schedule 1 to any Deed of Accession by which it has acceded to this deed in each case specified as belonging to it; or
- (b) any other account which the Security Agent and that Chargor have so designated; and

"Uncalled Capital": all the uncalled capital now or at any time hereafter (and from time to time) of a Chargor.

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

1.2 Construction

1.2.1 Unless otherwise provided in this deed, the provisions of section 1.2 (*Other Definitional Provisions*) of the Credit Agreement apply to this deed as though they were set in full in this deed, *mutatis mutandis*.

1.2.2 In this deed (unless the context requires otherwise) any reference to:

1.2.2.1 each Chargor, each Obligor, each Secured Party, any Securities Issuer, any Administrator or Receiver or any other person shall be construed so as to include their successors in title, permitted assigns, permitted transferees and (in the case of any Administrator or Receiver) lawful substitutes and/or replacements;

1.2.2.2 a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended (however fundamentally, including any amendment providing for any increase in the amount of any facility or other liability) from time to time with the agreement of the relevant parties and (where such consent is, by the terms of this deed or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior consent of the Security Agent;

1.2.2.3 "assets" includes present and future properties, revenues and rights of every description;

1.2.2.4 the Security constituted by this deed becoming "enforceable" shall mean that the Security created under this deed has become enforceable under clause 9.1(*Enforcement events*);

- 1.2.2.5 "owned" includes having legal or equitable title to or a right to have legal or equitable title transferred;
 - 1.2.2.6 "law" includes the common law, any statute, bye-law, regulation or instrument and any kind of subordinate legislation, and any order, requirement, code of practice, circular, guidance note, licence, consent or permission made or given pursuant to any of the foregoing;
 - 1.2.2.7 a provision of law is a reference to that provision as amended or re-enacted from time to time;
 - 1.2.2.8 a time of day is a reference to London time;
 - 1.2.2.9 any gender includes a reference to the other genders;
 - 1.2.2.10 the singular includes a reference to the plural and vice versa; and
 - 1.2.2.11 a clause or schedule is to a clause or schedule (as the case may be) of or to this deed.
- 1.2.3 Notwithstanding anything to the contrary in this deed (and without prejudice to the terms of the Credit Agreement or any other Finance Document), nothing in this deed shall (or shall be construed to) prohibit, restrict or obstruct any transaction, matter or other step (or the Security Agent and/or a Chargor taking or entering into the same) or dealing in any manner whatsoever in relation to any asset (including all rights, claims, benefits, proceeds and documentation, and contractual counterparties in relation thereto) the subject of (or expressed to be the subject of) this deed and the security arising thereunder in each case if permitted or not prohibited by the Finance Documents or if otherwise consent of the Security Agent has been obtained. The Security Agent and the Chargor(s) shall promptly enter into such documentation and/or take such other action as is required by the other party (acting reasonably) in order to facilitate any such transaction, matter or other step, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document.

1.2.4 Clause and schedule headings are for ease of reference only.

1.3 Secured Liabilities

References in this deed to the Secured Liabilities shall be construed in relation to the Finance Documents so as to include (i) any increase or reduction in any amount made available thereunder and/or any alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used, (ii) any ancillary facilities provided in substitution for or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing and (iv) any combination of any of the foregoing.

2. Covenant to pay; Further advances

2.1 Covenant to pay

Each Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due in accordance with the terms of the Finance Documents, whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses in accordance with the terms of the Finance Documents which may be incurred by the Secured Parties in relation to any such Secured Liabilities or generally in respect of the Chargors.

2.2 Potential invalidity

Neither the covenant to pay in clause 2.1(*Covenant to pay*) nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law.

2.3 Further advances

This deed secures further advances made under or pursuant to the terms of the Finance Documents and the Lenders are, subject to and upon the terms and conditions of the Finance Documents, under an obligation to make further advances.

3. Grant of security

3.1 Fixed security

Subject to clause 3.3 (*Excluded Asset*) below, as a continuing security for the payment or discharge of the Secured Liabilities, each Chargor with full title guarantee hereby:

3.1.1 charges to the Security Agent (as trustee for the Secured Parties) by way of first fixed charge, all its:

- 3.1.1.1 Equipment;
- 3.1.1.2 Securities;
- 3.1.1.3 Intellectual Property;
- 3.1.1.4 Debts;
- 3.1.1.5 Accounts;
- 3.1.1.6 Pension Fund Interests;
- 3.1.1.7 Goodwill and Uncalled Capital; and

- 3.1.1.8 rights, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise charged or assigned pursuant to clauses 3.1.1 to 3.1.3 inclusive.
- 3.1.2 subject to clause 3.6 (*Restrictions in Insurance Policies or Assigned Agreements*), assigns to the Security Agent (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies; and
- 3.1.3 subject to clause 3.6 (*Restrictions in Insurance Policies or Assigned Agreements*), assigns to the Security Agent (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements.

3.2 Floating security

3.2.1 Floating charge

Subject to clause 3.3 (*Excluded Asset*) below, as a continuing security for the payment or discharge of the Secured Liabilities, each Chargor with full title guarantee hereby charges to the Security Agent (as trustee for the Secured Parties), by way of first floating charge, all of its undertaking and assets at any time not effectively charged or assigned pursuant to clauses 3.1.1 to 3.1.3 inclusive above.

3.2.2 Qualifying floating charge

Schedule B1 para 14 Insolvency Act 1986 (as inserted by s.248 of, and Schedule 16 Enterprise Act 2002) applies to the floating charge created by this deed.

3.2.3 Automatic conversion of floating charge

Notwithstanding anything express or implied in this deed and without prejudice to any law which may have similar effect, if:

- 3.2.3.1 an Event of Default has occurred; or
- 3.2.3.2 any Chargor creates or attempts to create any Security or any trust in favour of another person over any Floating Charge Asset (other than in each case as permitted (or not prohibited) under the Credit Agreement); or
- 3.2.3.3 any Chargor disposes or attempts to dispose of any Floating Charge Asset other than as permitted under the Credit Agreement or in the ordinary course of its business,

then the floating charge created by this deed will automatically and immediately (without notice) be converted into a fixed charge over all the Floating Charge Assets or, in the case of clauses 3.2.3.2 and 3.2.3.3 above, over the relevant Floating Charge Asset.

3.2.4 Conversion of floating charge by notice

Notwithstanding anything express or implied in this deed, if:

3.2.4.1 an Event of Default has occurred; or

3.2.4.2 the Security Agent reasonably considers that any Floating Charge Assets are in danger of being seized or sold pursuant to any form of legal process or otherwise in jeopardy and the loss of those Floating Charge Assets would cause a Material Adverse Effect, the Security Agent may at any time thereafter, by notice to a Chargor, convert the floating charge created by this deed with immediate effect into a fixed charge over all or any of the Floating Charge Assets of the relevant Chargor specified in such notice (but without prejudice to the Security Agent's rights to serve a notice in respect of any other Floating Charge Assets and any other rights of the Security Agent whatsoever),

provided that in the case of clause 3.2.4.2 above it shall only be permitted to convert the floating charge over the particular Floating Charge Assets that are in danger of being seized or sold.

3.2.5 Assets acquired after any floating charge conversion

Any asset acquired by any Chargor after any conversion of the floating charge created under this deed, in accordance with clauses 3.2.3 (*Automatic Conversion of floating charge*) or 3.2.4 (*Conversion of floating charge by notice*) above which but for such conversion would be subject to a floating charge shall, (unless the Security Agent confirms in writing to the contrary) be charged to the Security Agent (as trustee for the Secured Parties) by way of first fixed charge.

3.2.6 Reconversion of fixed charge assets into floating charge assets

The Security Agent may at any time after any conversion of the floating charge created under this deed over any Charged Assets into a fixed charge in accordance with clauses 3.2.3 (*Automatic Conversion of floating charge*) or 3.2.4 (*Conversion of floating charge by notice*) reconvert such fixed charge into a floating charge by notice to the relevant Chargor.

3.3 Excluded Assets

Notwithstanding any other provision of any Finance Document to the contrary, each Chargor does not, and shall not be required to, grant security (or any other rights) over, or give any undertakings, covenants or representations in relation to, in favour of the Security Agent, any Excluded Assets provided that if any assets or property cease to be Excluded Assets, they shall no longer be excluded pursuant to this Clause 3.3 (*Excluded Assets*) and the security interest granted by this deed shall attach to such assets or property immediately and automatically (without need for any further grant or act) at such time as such assets or property cease to constitute Excluded Assets.

3.4 Title documents

Each Chargor shall on the execution of this deed or in the case of an Additional Chargor, on the date of the relevant Accession Deed (or, if later, the date of acquisition of the relevant Charged Assets) deposit with the Security Agent (and the Security Agent shall during the continuance of this security be entitled to hold):

- 3.4.1 all deeds and documents of title relating to the Charged Assets as the Security Agent may from time to time reasonably require;
- 3.4.2 all certificates relating to the Securities and such instruments of transfer in blank; and
- 3.4.3 all other documents relating to the Securities as the Security Agent may from time to time reasonably require,

in each case only to the extent the relevant Securities relate to Group Members that are incorporated in England and Wales.

3.5 Security notices

Each Chargor shall immediately upon the execution of this deed (or in the case of an Additional Chargor, on the date of the relevant Accession Deed) or, the case of any Insurance Policy taken out, any Assigned Agreement entered into (or designated as such in accordance with this deed) or any Account opened, in each case by any Chargor after its execution of or accession to this deed, on the date (as applicable) on which such Insurance Policy is taken out, such Assigned Agreement is entered into (or designated as such) or such Account is opened (or, in the case of an Account which is acquired in the context of a Permitted Acquisition, within 30 days of its acquisition or such later date as may be agreed by the Security Agent):

- 3.5.1 give notice substantially in the form set out in part 1 of schedule 4 (*Form of notice to insurers*) to the relevant insurers of the assignment pursuant to clause 3.1 (*Fixed security*) of its rights and interest in and under the Insurance Policies governed by English law and use its reasonable endeavours in the first 20 Business Days following delivery of such notice to procure that each addressee of such notice will promptly provide an acknowledgement to the Security Agent in the form set out in part 2 of schedule 4 (*Form of acknowledgement from insurers*); and
- 3.5.2 give notice substantially in the form set out in part 1 of schedule 5 (*Form of notice to counterparties of Assigned Agreements*) to the other parties to the Assigned Agreements governed by English law to which it is a party of the assignment pursuant to clause 3.1.3 (*Fixed security*) of its rights and interest in and under such Assigned Agreements and use its reasonable endeavours in the first 20 Business Days following delivery of such notice to procure that each addressee of such notice will promptly provide an acknowledgement to the Security Agent in the form set out in part 2 of schedule 5 (*Form of acknowledgement from counterparties to Assigned Agreements*);
- 3.5.3 subject to clause 3.5.4 below, give notice substantially in the form set out in part 1 of schedule 6 (*Form of notice of charge to third party bank*) to any bank, financial institution or other person (the "**Account Bank**") of charging to the

Security Agent pursuant to clause 3.1.1.5 of its rights and interests under such accounts to the extent such accounts are held in England and Wales and use its reasonable endeavours in the first 20 Business Days following delivery of such notice to procure that each addressee of such notice will promptly provide an acknowledgement to the Security Agent in the form set out in part 2 of schedule 6 (*Form of acknowledgement from third party bank*); and

- 3.5.4 In relation to the Control Agreements which capture the Accounts listed in Schedule 2 (*Accounts*), the Control Agreement executed by the relevant Chargor and delivered to the Account Bank shall be treated as the notice referred to in clause 3.5.3 above and the countersignature by the Account Bank shall be treated as the acknowledgement from the Account Bank. The Security Agent shall not serve the Activation Notice (as referred to and defined in the Control Agreements) until a Security constituted under this Debenture has become enforceable.

3.6 Restrictions in Insurance Policies or Assigned Agreements

- 3.6.1 There shall be excluded from the assignments made under clause 3.1.2 and clause 3.1.3 (*Fixed security*) of this deed, any Insurance Policy or Assigned Agreement which precludes either absolutely or conditionally (including requiring the consent of any third party) that Chargor from assigning its right, title or interest in that Insurance Policy or Assigned Agreement (each, an "**Excluded Agreement**") until the relevant condition or waiver has been satisfied or obtained.

- 3.6.2 For each Excluded Agreement, each relevant Chargor undertakes to:

3.6.2.1 apply for the relevant consent or waiver of prohibition or conditions within five Business Days of the date of this deed (in relation to Excluded Agreement in existence at the date of this deed) or within five Business Days of the relevant Chargor entering into the Excluded Agreement (if otherwise) and, to use its reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible;

3.6.2.2 upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver; and

3.6.2.3 forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy.

- 3.6.3 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Agreement shall stand assigned to the Security Agent (as trustee for the Secured Parties) under clause 3.1.2 or clause 3.1.3 (*Fixed security*) as the case may be. If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Chargor will execute a further valid assignment in such form as the Security Agent shall require.

4. Restrictions on dealing

4.1 Negative pledge and restriction on disposal

Each Chargor hereby covenants with the Security Agent that it will not at any time except as permitted or not prohibited under the terms of the Credit Agreement or with the prior consent of the Security Agent:

- 4.1.1 create or purport to create or permit to subsist any Security on or in relation to the Charged Assets; or
- 4.1.2 enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, surrender or otherwise dispose of or cease to exercise control of all, or part of any interest in any Charged Assets.

4.2 Accounts

- 4.2.1 The Security Agent has sole signing rights on each Blocked Account.
- 4.2.2 Each Chargor shall notify the Security Agent promptly following the opening of any Account.

4.3 Withdrawals

- 4.3.1 Except with the prior consent of the Security Agent, no Chargor may withdraw any amounts from time to time standing to the credit of the Blocked Accounts; and
- 4.3.2 after the security constituted by this deed has become enforceable, each Chargor shall comply with any notice served by the Security Agent on that Chargor prohibiting it from withdrawing all or any monies from time to time standing to the credit of any of its Accounts except with the prior consent of the Security Agent.

5. Intellectual Property

Each Chargor hereby covenants with the Security Agent that if the Intellectual Property is necessary for the business of the Group, use reasonable endeavours to obtain any consent required for the creation of a fixed charge over any of that Intellectual Property as soon as reasonably practicable.

6. Securities

6.1 Registration of Securities

The Security Agent may at any time following an Event of Default which is continuing cause any or all of the Securities to be registered in the name of the Security Agent or its nominee. Each Chargor agrees promptly to execute and deliver to the Security Agent all such transfers and other documents and do all such things as may be necessary or desirable to achieve such registration.

6.2 Additional registration obligations

Each Chargor hereby:

- 6.2.1 grants and agrees to procure as necessary, all consents, waivers, approvals and permissions which are necessary, under the articles of association of any Securities Issuer or otherwise, for the transfer of the Securities to the Security Agent or its nominee or to a purchaser upon enforcement of this deed; and
- 6.2.2 agrees to procure the amendment of the share transfer provisions of each Securities Issuer's articles of association in such manner as the Security Agent may reasonably require in order to permit such a transfer.

6.3 Dividends and voting rights prior to enforcement

Until the security constituted by this deed becomes enforceable:

- 6.3.1 all cash dividends or other cash distributions paid or payable in respect of the Securities may be paid directly to the relevant Chargor which shall be permitted to apply such dividends or distributions as it deems fit to the extent permitted or not prohibited by the Credit Agreement;
- 6.3.2 any cash dividends or other cash distributions paid in respect of any of the Securities and received by the Security Agent or its nominee shall be released and paid to the relevant Chargor;
- 6.3.3 the relevant Chargor may exercise all voting and other rights and powers attaching to the Securities and exercisable by the relevant Chargor provided that the exercise of such voting and other rights and powers would not adversely affect the validity or enforceability of the Security Agent's security under this deed or contravene any Finance Document; and
- 6.3.4 the Security Agent will (to the extent that it has or will acquire any such rights or powers) exercise all voting and other rights and powers attaching to the Securities and exercisable by the Security Agent or its nominee as the relevant Chargor may from time to time direct provided that acting in accordance with such directions would not adversely affect the validity or enforceability of the Security Agent's security under this deed or contravene any Finance Document.

6.4 Dividends and voting rights post enforcement

After the security constituted by this deed has become enforceable:

- 6.4.1 all dividends and other distributions paid in respect of the Securities and received by any Chargor shall be held on trust for the Security Agent (as trustee for the Secured Parties) or, if received by the Security Agent or its nominee, shall be retained by the Security Agent; and
- 6.4.2 the Security Agent may exercise or direct the exercise (or refrain from exercising or directing the exercise) of all voting and other rights and powers attaching to the Securities as the Security Agent may in its absolute discretion think fit (provided that, concurrently with or immediately after such exercise or

direction, it serves notice on the relevant Chargor that it is doing so or has done so for the purpose of preserving or realising the value of the relevant Securities) and each Chargor shall, and shall procure that its nominees shall, comply with any such directions from the Security Agent concerning the exercise of such rights and powers.

6.5 Additional undertakings

Each Chargor further undertakes to the Security Agent that it shall:

- 6.5.1 duly and promptly pay all calls, instalments and other moneys which may be payable from time to time in respect of the Securities, it being acknowledged by the Chargors that the Security Agent shall be under no liability whatsoever in respect of any such calls, instalments or other moneys;
- 6.5.2 not without the Security Agent's prior consent or unless permitted (or not prohibited) under the Credit Agreement amend, or agree to the amendment of, the memorandum or articles of association of any Securities Issuer or the rights or liabilities attaching to any of the Securities;
- 6.5.3 ensure (insofar as it is able by the exercise of all voting rights, powers of control and other means available to it to do so) that no Securities Issuer will:
 - 6.5.3.1 consolidate or sub-divide any of its Securities or reduce or re-organise its share capital in any way (other than as permitted (or not prohibited) under the Credit Agreement);
 - 6.5.3.2 issue any new shares or stock (other than as permitted (or not prohibited) under the Credit Agreement); or
 - 6.5.3.3 refuse to register any transfer of any of its Securities which may be lodged for registration by or on behalf of the Security Agent or the Chargor after this deed has become enforceable; and

7. Representations and warranties

7.1 Representations and warranties

Each Chargor represents and warrants to the Security Agent as follows that as at the date hereof:

- 7.1.1 no Warning Notice or Restrictions Notice has been issued to the Chargor in respect of all or any part of the Shares and remains in effect;
- 7.1.2 it is the legal and beneficial owner of the Securities charged under this deed; and
- 7.1.3 to the best of each Chargor's knowledge and belief, the information contained in each of the schedules to this deed is accurate, complete and correct as at the date of this deed.

8. Power to remedy

8.1 After the security constituted by this deed has become enforceable, if a Chargor is at any time in breach of any of its obligations contained in this deed the Security Agent shall be entitled, following reasonable advance notice in writing to the Chargor (unless, in the opinion of the Security Agent in its sole discretion, the nature of the breach is such that time is of the essence in respect of its remedy), (but shall not be bound) to remedy such breach and each Chargor hereby irrevocably authorises the Security Agent and its agents to do all things necessary in connection therewith.

8.2 The rights of the Security Agent contained in this clause 8 are without prejudice to any other rights of the Security Agent hereunder and the exercise by the Security Agent of its rights under this clause shall not make the Security Agent liable to account as a mortgagee in possession.

9. Enforcement

9.1 Enforcement events

The security constituted by this deed shall become immediately enforceable if an Event of Default occurs and is continuing.

9.2 Statutory power of sale

The statutory power of sale shall arise on and be exercisable at any time after the execution of this deed (and the Secured Liabilities shall be deemed to have become due and payable for that purpose), provided that the Security Agent shall not exercise such power of sale until the security constituted by this deed has become enforceable.

9.3 Extension of statutory powers

9.3.1 Any restriction imposed by law on the power of sale (including under s.103 LPA) or on the right of a mortgagee to consolidate mortgages (including under s.93 LPA) does not apply to the security constituted by this deed and the Security Agent or any Receiver shall have the right to consolidate all or any of the security constituted by this deed with any other Security in existence at any time.

9.4 No obligation to enquire

No person dealing with the Security Agent, any Administrator or any Receiver appointed hereunder, or its agents or brokers, shall be concerned to enquire:

9.4.1 whether the security constituted by this deed has become enforceable;

9.4.2 whether any power exercised or purported to be exercised has become exercisable;

9.4.3 whether any money remains due under the Finance Documents;

- 9.4.4 as to the necessity or expediency of the stipulations and conditions subject to which any sale of any Charged Assets shall be made, or otherwise as to the propriety or regularity of any sale of any of the Charged Assets; or
- 9.4.5 how any money paid to the Security Agent, Administrator or Receiver, or its agents or brokers is to be applied.

9.5 No liability as mortgagee in possession

None of the Security Agent, any Administrator or any Receiver shall be liable:

- 9.5.1 to account as mortgagee in possession in respect of all or any of the Charged Assets; or
- 9.5.2 for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Assets for which a mortgagee in possession might as such be liable.

9.6 Redemption of prior Security

At any time after the security constituted by this deed shall have become enforceable the Security Agent may:

- 9.6.1 redeem any prior Security;
- 9.6.2 procure the transfer thereof to itself; and/or
- 9.6.3 settle and pass the accounts of the prior encumbrancer and any account so settled and passed shall be conclusive and binding on the relevant Chargor and all monies paid by the Security Agent to the prior encumbrancer in accordance with such accounts shall as from such payment be due from such Chargor to the Security Agent on current account and shall bear interest and be secured as part of the Secured Liabilities.

10. Administrator and Receiver

10.1 Appointment of Administrator or Receiver

At any time after the security constituted by this deed becomes enforceable the Security Agent may without further notice, under seal or by writing under hand of a duly authorised officer of the Security Agent:

- 10.1.1 appoint any suitably qualified person or persons to be an Administrator of any Chargor; or
- 10.1.2 appoint any suitably qualified person or persons to be a Receiver of all or any part of the Charged Assets of any Chargor; and
- 10.1.3 (subject to s.45 Insolvency Act 1986) from time to time remove any person appointed to be Receiver and appoint another suitably qualified person in his place.

10.2 More than one appointment

Where more than one person is appointed Administrator or Receiver, they will have power to act separately (unless the appointment by the Security Agent specifies to the contrary).

10.3 Additional powers

10.3.1 The powers of appointing an Administrator or a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Security Agent under the Insolvency Act 1986 and the LPA or otherwise and shall be exercisable without the restrictions contained in s.109 LPA or otherwise.

10.3.2 The power to appoint an Administrator or a Receiver (whether conferred by this deed or by statute) shall be and remain exercisable by the Security Agent notwithstanding any prior appointment in respect of all or any part of the Charged Assets.

10.4 Agent of the relevant Chargor

10.4.1 Any Administrator or Receiver shall be the agent of the relevant Chargor and the relevant Chargor shall be solely responsible for his acts and remuneration as well as for any defaults committed by him.

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

10.5 Powers of Administrator and Receiver

A Receiver shall have (and shall be entitled to exercise), in relation to the Charged Assets over which he is appointed, and an Administrator shall have in addition to the powers he enjoys under Schedule B1 Insolvency Act 1986, the following powers (as the same may be varied or extended by the provisions of this deed):

10.5.1 (in respect of a Receiver) all of the powers of an administrative receiver set out in Schedule 1 Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);

10.5.2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;

10.5.3 all of the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which any relevant Chargor itself could do or omit to do; and

10.5.4 the power to do all things which, in the opinion of the Administrator or Receiver (as appropriate) are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Administrator or Receiver pursuant to this deed or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, any relevant Chargor; the collection and/or realisation of Charged Assets in such manner and on such terms as the Administrator or Receiver sees fit; and the execution of documents

in the name of the relevant Chargor (whether under hand, or by way of deed or by utilisation of the company seal of such Chargor)).

11. Amounts received

11.1 Application of proceeds

The Receiver shall apply all monies received by him (other than insurance monies):

11.1.1 first in paying all rents, taxes, duties, rates and outgoings affecting any Charged Assets;

11.1.2 secondly in paying all costs, charges and expenses of and incidental to his appointment and the exercise of his powers and all outgoings paid by him;

11.1.3 thirdly in paying his remuneration (as agreed between him and the Security Agent);

11.1.4 fourthly in or towards discharge of the Secured Liabilities in such order and manner as provided for in the Finance Documents; and

11.1.5 finally in paying any surplus to the Chargors or any other person entitled to it.

11.2 Section 109(8) Law of Property Act 1925

Neither the Security Agent nor any Receiver or Administrator shall be bound (whether by virtue of s.109(8) LPA, which is hereby varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities.

11.3 Currencies of denomination

For the purpose of or pending the discharge of any of the Secured Liabilities the Security Agent may convert any monies received, recovered or realised by the Security Agent under this deed from their existing denominations and/or currencies of denomination into such other denominations and/or currencies of denomination as the Security Agent may think fit and any such conversion shall be effected at the Security Agent's then prevailing spot selling rate of exchange.

11.4 Suspense account

All enforcement proceeds received recovered or realised by the Security Agent under this deed may at the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account and may be held in such account for so long as the Security Agent thinks fit pending the application from time to time (as the Security Agent shall be entitled to do as it may think fit) of such monies and accrued interest thereon (if any) in or towards the discharge of any of the Secured Liabilities.

11.5 New accounts

If the Security Agent receives notice of any subsequent charge or other interest affecting all or part of the Charged Assets, the Security Agent may open a new account or

accounts for the relevant Chargor in its books and (without prejudice to the Security Agent's right to combine accounts) no money paid to the credit of such Chargor in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities. If the Security Agent does not open a new account or accounts immediately on receipt of such notice then unless the Security Agent gives express notice to the contrary to the relevant Chargor as from the time of receipt of such notice by the Security Agent all payments made by the relevant Chargor to the Security Agent in the absence of any express appropriation by such Chargor to the contrary shall be treated as having been credited to a new account of such Chargor and not as having been applied in reduction of the Secured Liabilities.

11.6 Security Agent set-off rights

If the Security Agent shall have more than one account for any Chargor in its books the Security Agent may at any time after the security constituted by this deed has become enforceable or the Security Agent has received notice of any subsequent charge or other interest affecting all or any part of the Charged Assets and without prior notice forthwith transfer all or any part of the balance standing to the credit of any such account to any other such account which may be in debit but the Security Agent shall notify the relevant Chargor of the transfer having been made.

12. Power of attorney and delegation

12.1 Power of attorney

Each Chargor hereby by way of security irrevocably appoints the Security Agent and (jointly and severally) each and every Administrator or Receiver of this deed to be the attorney of such Chargor and in its name and on its behalf and as its act and deed or otherwise and at any time while an Event of Default is continuing to sign, execute, seal, deliver, complete any blanks in and otherwise perfect any deed, transfer, assurance, agreement, instrument or act which such Administrator or Receiver or the Security Agent may consider expedient in the exercise of any of his or its powers or in respect of such Chargor's obligations under this deed. The power of attorney hereby granted is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.

12.2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm:

12.2.1 all transactions entered into by the Security Agent and/or any Administrator or Receiver in the proper exercise of its or their powers in accordance with this deed; and

12.2.2 all transactions entered into by the Security Agent and/or any Administrator or Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, document or other act.

12.3 Delegation

The Security Agent and any Administrator or Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or him by this deed (including the power of attorney), on such terms and conditions as it or he shall see fit which shall not preclude exercise of these powers, authorities or discretions by it or him or any revocation of the delegation or subsequent delegation.

13. Protection of security and further assurance

13.1 Independent security

This deed shall be in addition to and independent of every other security or guarantee that the Security Agent or any other Secured Party may at any time hold for any of the Secured Liabilities. No prior security held by the Security Agent or any other Secured Party over the whole or any part of the Charged Assets shall merge in the security created by this deed.

13.2 Continuing security

This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or discharge in whole or in part.

13.3 No waivers; rights cumulative

No failure to exercise, nor delay in exercising, on the part of the Security Agent or any Secured Party, any right or remedy under this deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy preclude any further or other exercise, or the exercise of any other right or remedy. The rights and remedies of the Security Agent and each Secured Party provided in this deed are cumulative and not exclusive of any rights or remedies provided by law.

13.4 No Chargor set-off

Each Chargor waives any right of set-off it may have now or at any time in the future in respect of the Secured Liabilities (including sums payable by such Chargor under this deed).

13.5 Further assurance

Each Chargor must, promptly upon request by the Security Agent or any Receiver or Administrator, at its own expense, take whatever action the Security Agent or a Receiver or Administrator may reasonably require for:

- 13.5.1 creating, perfecting or protecting any security intended to be created by or pursuant to this deed;
- 13.5.2 facilitating the realisation of any Charged Asset at any time after this deed has become enforceable; and
- 13.5.3 exercising any right, power or discretion conferred on the Security Agent, or any Receiver or any Administrator or any of their respective delegates or sub-delegates in respect of any Charged Asset.

14. Incorporation of terms

- 14.1** The provisions of section 9.3 (*Expenses; Indemnity; Damage Waiver*) and section 8.10 (*UK Security Agent as Security Trustee of UK Security Documents*) of the Credit Agreement are incorporated into this deed as if set out in full *mutatis mutandis*.

15. Miscellaneous

15.1 Benefit of Deed

The benefit of this deed will be held by the Security Agent on and subject to the terms of the Credit Agreement on trust for the benefit of itself and the other Secured Parties without preference or priority amongst themselves as security for the Secured Liabilities, except as provided under the Credit Agreement.

15.2 Certificates conclusive

A certificate or determination by the Security Agent as to any amount or rate under this deed shall be conclusive evidence of that amount or rate in the absence of any manifest error.

15.3 Limitations

The obligations of any Additional Chargor are subject to the limitations (if any) set out in the Deed of Accession executed by that Additional Chargor.

15.4 Notice of assignment

This deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by that Chargor to any other member of the Group and contained in any other Finance Document.

15.5 Financial collateral

15.5.1 To the extent that the Charged Assets constitute "financial collateral" and this deed and the obligations of the Chargors under this deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 no. 3226)), the Security Agent shall have the right after the Security constituted by this deed has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

15.5.2 For the purpose of clause 15.5.1, the value of the financial collateral appropriated shall be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

15.6 Severability

If any provision of this deed is or becomes invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected or impaired thereby.

15.7 Third party rights

A third party (being any person other than the Chargors and the Secured Parties and their successors and permitted assigns) 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.

15.8 Joint and several liability

The covenants, agreements, obligations and liabilities of the Chargors contained in this deed or implied on their part are joint and several and shall be construed accordingly.

16. Demands and notices

Any demand, notice, consent or communication to be made or given by or to a Chargor or the Security Agent under or in connection with this deed shall be made and delivered as provided in section 9.1 (*Notices*) of the Credit Agreement. Any demand on a Chargor shall be validly made whether or not it contains an accurate statement of the amount of the Secured Liabilities.

17. Assignment and transfer

17.1 Assignment by Security Agent

Subject to any provisions of the Credit Agreement which restrict assignments or transfers by the Administrative Agent (in its capacity as such), the Security Agent may at any time without the consent of any Chargor, assign or transfer the whole or any part of its rights under this deed to any person.

17.2 Assignment by Chargor

No Chargor may assign any of its rights or transfer any of its obligations under this deed or enter into any transaction which would result in any of these rights or obligations passing to another person.

18. Release of Security

18.1 Release

Subject to clause 18.3 (*Discharge conditional*), upon the expiry of the Security Period (but not otherwise) the Security Agent shall at the request and cost of the Chargors, take whatever action is necessary to release the Charged Assets from the Security constituted by this deed.

18.2 Avoidance of payments and reinstatement

If any payment by an Obligor or any discharge given by a Secured Party (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is (a) capable of being avoided or reduced (in the opinion of the Security Agent) or (b) avoided or reduced in each case as a result of insolvency or any similar event, then:

- 18.2.1 the liability of each Obligor will continue as if the payment, discharge, avoidance or reduction had not occurred;
- 18.2.2 each Secured Party will be entitled to recover the value or amount of that security or payment from each Obligor, as if the payment, discharge, avoidance or reduction had not occurred; and
- 18.2.3 the Security Agent shall be entitled to enforce this deed subsequently as if such payment, discharge, avoidance or reduction had not occurred.

18.3 Discharge conditional

Any release, discharge or settlement between any Chargor and the Security Agent or any other Secured Party shall be deemed conditional upon no payment or security received by the Security Agent or such other Secured Party in respect of the Secured Liabilities being avoided or reduced or ordered to be refunded pursuant to any provision of any enactment relating to insolvency, bankruptcy, winding-up, administration or receivership and, notwithstanding any such release, discharge or settlement:

- 18.3.1 the Security Agent or its nominee shall be at liberty to retain this deed and the Security created by or pursuant to this deed, including all certificates and documents relating to the Charged Assets or any part thereof, for such period as the Security Agent shall deem necessary to provide the Security Agent with security against any such avoidance or reduction or order for refund; and
- 18.3.2 the Security Agent shall be entitled to recover the value or amount of such security or payment from the Chargor concerned subsequently as if such settlement, discharge or release had not occurred and each Chargor agrees with the Security Agent accordingly and charges the Charged Assets and the proceeds of sale thereof with any liability under this clause, whether actual or contingent.

19. Governing law

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

20. Enforcement

20.1 Jurisdiction of English courts

- 20.1.1 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**").
- 20.1.2 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.

21. Counterparts

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

In Witness whereof this deed has been executed by the Original Chargors and is intended to be and is hereby delivered as a deed the day and year first above written and has been signed on behalf of the Security Agent.

SCHEDULE 1

Original Chargors

Name	Registered Number	Registered Office
arcserve UK Holding Limited	09090754	Suite 1, 3 rd floor, 11-12 St James's Square, London, United Kingdom
arcserve UK Branch Limited	09091904	Suite 1, 3 rd floor, 11-12 St James's Square, London, United Kingdom
arcserve (UK) Limited	09091908	Suite 1, 3 rd floor, 11-12 St James's Square, London, United Kingdom
StorageCraft Technology Limited	08840158	C/O Tmf Group 8th Floor, 20 Farringdon Street, London, United Kingdom, EC4A 4AB

SCHEDULE 2

Accounts

Trading Accounts

Chargor	Bank	Account name	Account number	Sort code
arcservice UK Holding Limited	-	-	-	-
arcservice UK Branch Limited	Bank of America	arcservice UK Branch Ltd.		<div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 5px;"></div> (High Value clearing) <div style="background-color: black; width: 100px; height: 1.2em; margin-top: 5px;"></div> (Low Value clearing)
arcservice (UK) Limited	Bank of America	arcservice UK Ltd.		<div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 5px;"></div> (High Value clearing) <div style="background-color: black; width: 100px; height: 1.2em; margin-top: 5px;"></div> (Low Value clearing)
StorageCraft Technology Limited	-	-	-	-

SCHEDULE 3

Form of Deed of Accession

DATE

PARTIES

1. [] (registered number []) with its registered office at [] (the "Additional Chargor"); and
2. [] acting through its office at [] as agent and trustee for the Secured Parties (the "Security Agent").

BACKGROUND

- A [The Additional Chargor is a Subsidiary of [•].]
- B [•] and others have entered into a security agreement dated [] (the "Security Agreement") between the Original Chargors under and as defined in the Security Agreement and the Security Agent.
- C The Additional Chargor has agreed to enter into this deed and to become an Additional Chargor under the Security Agreement.
- D The Security Agent and the Additional Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- E The Security Agent holds the benefit of this deed on trust for the Secured Parties on the terms of the Finance Documents.

IT IS AGREED as follows:

1. Definitions and interpretation

Terms defined in the Security Agreement have the same meaning in this deed unless given a different meaning in this deed. This deed is a Finance Document.

2. Accession and covenant to pay

2.1 With effect from the date of this deed the Additional Chargor:

2.1.1 will become a party to the Security Agreement as a Chargor; and

2.1.2 will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor.

2.2 The Additional Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement

expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Secured Parties in relation to any such Secured Liabilities or generally in respect of the Chargors.

- 2.3** Neither the covenant to pay in clause 2.2 above nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law.

3. Grant of security

3.1 Fixed security

Subject to clause 3.3 (*Excluded Asset*) below, as a continuing security for the payment or discharge of the Secured Liabilities, the Additional Chargor with full title guarantee hereby:

- 3.1.1 charges to the Security Agent (as trustee for the Secured Parties), by way of first fixed charge, all its:

3.1.1.1 Equipment;

3.1.1.2 Securities;

3.1.1.3 Intellectual Property;

3.1.1.4 Debts;

3.1.1.5 Accounts;

3.1.1.6 Pension Fund Interests;

3.1.1.7 Goodwill and Uncalled Capital; and

3.1.1.8 right, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clauses 3.1.1 to 3.1.3 inclusive above.

- 3.1.2 assigns to the Security Agent (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies; and

- 3.1.3 assigns to the Security Agent (as trustee for the Secured Parties), absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements.

3.2 Floating Security

Subject to clause 3.3 (*Excluded Asset*) below, as a continuing security for the payment or discharge of the Secured Liabilities, the Additional Chargor with full title guarantee

hereby charges to the Security Agent (as trustee for the Secured Parties), by way of first floating charge, all of its undertaking, property, assets and rights at any time not effectively charged or assigned pursuant to clauses 3.1.1 to 3.1.3 inclusive above.

3.3 Excluded Assets

Notwithstanding any other provision of any Finance Document to the contrary, the Additional Chargor does not, and shall not be required to, grant security (or any other rights) over, or give any undertakings, covenants or representations in relation to, in favour of the Security Agent, any Excluded Assets provided that if any assets or property cease to be Excluded Assets, they shall no longer be excluded pursuant to this Clause 3.3 (*Excluded Assets*) and the security interest granted by this deed shall attach to such assets or property immediately and automatically (without need for any further grant or act) at such time as such assets or property cease to constitute Excluded Assets.

4. Miscellaneous

With effect from the date of this deed:

- 4.1** the Security Agreement will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this deed);
- 4.2** any reference in the Security Agreement to this deed and similar phrases will include this deed and all references in the Security Agreement to schedule 2 (*Accounts*) (or any part of it) will include a reference to schedule 1 (*Accounts*) to this deed (or relevant part of it).

5. Governing law

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

6. Enforcement

6.1 Jurisdiction of English courts

- 6.1.1** 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**").
- 6.1.2** 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.

7. Counterparts

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

In Witness whereof this deed has been duly executed on the date first above written.

SCHEDULE 1

Accounts

Part 1

Blocked Accounts

Chargor	Account type	Account name	Account number	Sort code

Part 2

Trading Accounts

Chargor	Bank	Account name	Account number	Sort code

SIGNATORIES (TO DEED OF ACCESSION)

The Additional Chargor

EXECUTED as a DEED and)
DELIVERED by [])
[LIMITED] acting by:)

[Director]

in the presence of:

Signature

Name

Address

Occupation

----- The Security Agent

SIGNED by
for and on behalf of [SECURITY
AGENT]:

SCHEDULE 4

Part 1

Form of notice to insurers

From: [relevant Chargor] (the "**Company**")

To: [insurer]

Date:

Dear Sirs

We refer to the [describe policy and its number] (the "**Policy**").

We hereby give notice that, pursuant to a security agreement dated [] (the "**Security Agreement**"), we have assigned to [] as trustee for the Secured Parties (as defined therein) (the "**Security Agent**") all our right, title, interest and benefit in and to the Policy.

We irrevocably authorise and instruct you from time to time:

- (a) to disclose to the Security Agent without any reference to or further authority from us (and without any enquiry by you as to the justification for each disclosure), such information relating to the Policy as the Security Agent may at any time and from time to time reasonably request; and
- (b) to pay or release all or any part of the sums from time to time due and payable by you under the Policy to us until such time as the Security Agent has notified you in writing that the security created under the Security Agreement has become enforceable, following which you should pay or release all or any part of such sums only in accordance with the written instructions given to you by the Security Agent from time to time; and
- (c) following receipt of the notice mentioned in (b) above, to send copies of all notices and other information given or received under the Policy to the Security Agent.

This notice may only be revoked or amended with the prior written consent of the Security Agent.

Please confirm by completing the enclosed acknowledgement and returning it to the Security Agent (with a copy to us) that:

- (a) you accept the instructions and authorisations contained in this notice;
- (b) you have not, at the date this notice is returned to the Security Agent, received any notice that any third party has or will have any right or interest in, or has made, or will be making any claim or demand or taking any action in respect of, the rights of the Company under or in respect of the Policy and you will notify the Security Agent promptly if you should do so in future; and

- (c) after you have received notice that the security created under the Security Agreement has become enforceable, you will pay or release all or part of the amounts from time to time due and payable by you under the Policy in accordance with the written instructions given to you by the Security Agent from time to time.

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

Yours faithfully

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

Part 2

Form of acknowledgement from insurers

From: [insurer]

To: [Security Agent] (the "Security Agent")

Date:

Dear Sirs

We acknowledge receipt of a notice dated [] (the "Notice") and addressed to us by [] (the "Company") regarding the Policy (as defined in the Notice).

- (a) we accept the instructions and authorisations contained in this notice;
- (b) we have not, at the date of this acknowledgement, received any notice that any third party has or will have any right or interest in, or has made, or will be making any claim or demand or taking any action in respect of, the rights of the Company under or in respect of the Policy and we will notify the Security Agent promptly if you should do so in future; and
- (c) after we received notice that the security created under the Security Agreement has become enforceable, we will pay or release all or any part of sums due and payable by us under the Policy only in accordance with the written instructions given to us by the Security Agent from time to time.

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

Yours faithfully

[insurer]

SCHEDULE 5

Part 1

Form of notice to counterparties of Assigned Agreements

From: [relevant Chargor]

To: [counterparty]

Date:

Dear Sirs

We refer to the [describe relevant Assigned Agreement] (the "**Agreement**")

We hereby notify you that pursuant to a security agreement dated [] (the "**Security Agreement**") we have assigned to [] as trustee for the Secured Parties (as defined therein) (the "**Security Agent**") absolutely (subject to a proviso for reassignment on redemption) all our right, title, interest and benefit in and to the Agreement.

We further notify you that:

- (a) you may continue to deal with us in relation to the Agreement and to pay all monies to which we are entitled under the Agreement to us until you receive written notice from the Security Agent that the security created under the Security Agreement has become enforceable. Thereafter we will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent;
- (b) you are authorised to disclose information in relation to the Agreement to the Security Agent on reasonable request; and
- (c) the provisions of this notice may only be revoked with the written consent of the Security Agent.

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

- (i) you agree to the terms set out in this notice and to act in accordance with its provisions; and
- (ii) you have not received notice that we have assigned our rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party.

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

Yours faithfully

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

Part 2

Form of acknowledgement from counterparties of Assigned Agreements

From: [counterparty]

To: [Security Agent]

Copy to: [relevant Chargor]

Date:

We hereby acknowledge receipt of the notice dated [_____], a copy of which is attached to the acknowledgment (the "Notice") and confirm the matters set out in paragraphs (i) and (ii) of the Notice.

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

SCHEDULE 6

Part 1

Form of notice of charge to third party bank

To: [name and address of third party bank]

Attention: []

Date:

Dear Sirs

We hereby give you notice that by a security agreement dated [] 20[] (the "**Security Agreement**") (a copy of which is attached) we have charged to [] as trustee for the Secured Parties (as defined therein) (the "**Security Agent**") all our right, title and interest in and to all sums of money which are now or may from time to time in the future be held in the following accounts in our name with you together with all interest credited thereto and the debts represented by those sums:

[] (together the "**Accounts**")

We hereby irrevocably instruct and authorise you:

- 1 to disclose to the Security Agent, without any reference to or further authority from us and without any liability or inquiry by you as to the justification for such disclosure, such information relating to the Accounts and the sums in each Account as the Security Agent may, at any time and from time to time, reasonably request you to disclose to it; and
- 2 after the Security Agent has notified you in writing that the security created under the Security Agreement has become enforceable, to pay or release all or any part of the sums from time to time standing to the credit of each Account in our name with you in accordance with the written instructions of the Security Agent at any time and from time to time.

[Please note we are not permitted to withdraw any amount from the Account without the prior written consent of the Security Agent.]¹

OR

[By counter-signing this notice, the Security Agent confirms that we may make withdrawals from the Accounts until such time as the Security Agent shall notify you in writing that the security created under the Security Agreement has become enforceable and their permission is withdrawn, whereupon we will not be permitted to withdraw any amounts from any Account without the prior written consent of the Security Agent.]²

¹ Use if a Blocked Account.

² Use if a Trading Account.

These instructions cannot be revoked or varied without the prior written consent of the Security Agent.

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

Please confirm your acceptance of the above instructions by returning the attached acknowledgement to the Security Agent with a copy to ourselves.

Yours faithfully

By:
for and on behalf of
[*relevant Chargor*]

Part 2

Form of acknowledgement from third party bank

To: [name and address of Security Agent]

Date:

Dear Sirs

We confirm receipt of a notice dated [] (the "**Notice**") from [relevant Chargor] (the "**Company**") of a charge, upon the terms of a security agreement dated [] 20[], over all the Company's right, title and interest in and to all sums of money which are now or may from time to time in the future be held in the following accounts with us in the name of the Company together with interest relating thereto:

[] (together the "**Accounts**")

We confirm that:

- 1 we accept the instructions and authorisations contained in the Notice and undertake to comply with its terms;
- 2 we have not received notice of the interest of any third party in any Account or in the sums of money held in any Account or the debts represented by those sums and we will notify you promptly should we receive notice of any third party interest; and
- 3 we have not claimed or exercised, nor will we claim or exercise, any Security or right of set-off or combination or counterclaim or other right in respect of any Account, the sums of money held in any Account or the debts represented by those sums;
- 4 [we will not permit any amount to be withdrawn from any Account except against the signature of one of your authorised signatories.]³

OR

- 5 [until you notify us in writing that withdrawals are prohibited, the Company may make withdrawals from the Accounts; upon receipt of such notice we will not permit any amount to be withdrawn from any Account except against the signature of one of your authorised signatories.]⁴

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

³ If Blocked Account.

⁴ If Trading Accounts.

Yours faithfully

.....
for and on behalf of
[*third party bank*]

SIGNATORIES TO DEBENTURE

EXECUTED as a DEED and,)
DELIVERED by ARCSERVE UK)
HOLDING LIMITED acting by:)

[Redacted Signature]
Director

in the presence of:

Signature [Redacted Signature]

Name Jane Kohorn

[Redacted Signature]

Occupation Executive Assistant

EXECUTED as a DEED and,)
DELIVERED by ARCSERVE UK)
BRANCH LIMITED acting by:)

[Redacted Signature]
Director

in the presence of:

Signature [Redacted Signature]

Name Jane Kohorn

[Redacted Signature]

Occupation Executive Assistant

EXECUTED as a DEED and,
DELIVERED by **ARCSERVE (UK)**
LIMITED acting by:)

Director

in the presence of:

Signature

Name Jane Kohorn

Occupation Executive Assistant

EXECUTED as a DEED and,
DELIVERED by **STORAGECRAFT**
TECHNOLOGY LIMITED acting
by:)

Director

in the presence of:

Signature

Name Jane Kohorn

Occupation Executive Assistant

[Signature page to UK Debenture]

The Security Agent

SIGNED by

for and on behalf of

MONROE CAPITAL MANAGEMENT ADVISORS, LLC

A large black rectangular redaction box covering the signature area.

Authorised signatory