

MR01

Particulars of a charge

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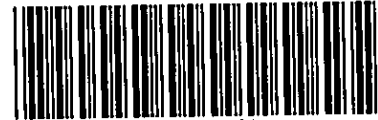
Laserform

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

You can use the WebFil
Please go to www compa

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

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



LD3

L4ZV444G
01/02/2016
COMPANIES HOUSE

#93

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



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

1

Company details

Company number 0 9 2 8 2 4 5 0

Company name in full DIAMOND TOPCO LIMITED

2

For official use

→ Filling in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date 2 5 0 1 2 0 1 6

3

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

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

Name JPMORGAN CHASE BANK, N A

(AS 'COLLATERAL AGENT')

Name

Name

Name

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

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

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

N/A

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Allen & Overy LLP 1 February 2016* X
ON BEHALF OF THE COLLATERAL AGENT AS CHARGE

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

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

Contact name **HARRIET RIDDICK**

Company name **ALLEN & OVERY LLP**

Address **ONE BISHOPS SQUARE**

Post town

County/Region **LONDON**

Postcode **E 1 6 A D**

Country **UNITED KINGDOM**

DX

Telephone **02030883951**



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

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

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

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

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9282450

Charge code: 0928 2450 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th January 2016 and created by DIAMOND TOPCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st February 2016

P Given at Companies House, Cardiff on 4th February 2016



Companies House



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

25 January 2016

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD

www.allenoverly.com

EXCEPT FOR MATERIAL REDACTED
PURSUANT TO SECTION 994C OF THE COMPANIES
ACT 2006 I CERTIFY THAT THIS IS A CORRECT
COPY OF THE ORIGINAL DOCUMENT

DIAMOND TOPCO LIMITED

(as Chargor)

and

1 February 2016

JPMORGAN CHASE BANK, N.A.

(as Collateral Agent)

SHARE CHARGE

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel +44 20 7710 1000
www.lw.com

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THIS DEED is dated 25 January 2016 and made **BETWEEN**

- (1) **DIAMOND TOPCO LIMITED**, a limited liability company incorporated in England with registered number 09282450 (the “**Chargor**”), and
- (2) **JPMorgan Chase Bank, N.A.** as collateral agent and trustee for the Secured Parties (in such capacity, together with any successor collateral agent appointed pursuant to the Credit Agreement (as defined below)) (the “**Collateral Agent**”)

BACKGROUND:

- (A) The Chargor enters into this Deed in connection with the Credit Agreement (as defined below)
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

1. INTERPRETATION

1.1 Definitions

In this Deed

"2014 Debenture" means the debenture dated 5 November 2014 between, among others, the Chargor and the Collateral Agent

"Act" means the Law of Property Act 1925

"Company" means Diamond Midco Limited, a limited liability company incorporated in England with registered number 09284663

"Credit Agreement" means the credit agreement dated as of 5 November 2014 (as amended on 17 November 2014 and on 17 December 2014 and as further amended, restated, modified or supplemented from time to time) between, amongst others, Diamond US Holding LLC, Diamond Midco Limited, Diamond Topco Limited and the Collateral Agent

"Enforcement Event" means the Administrative Agent exercising any of its rights under section 8.02 of the Credit Agreement in connection with an Event of Default that has not been cured or waived and notice of such exercise of rights having been provided to the Chargor

"Party" means a party to this Deed

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

"Secured Document" means any Loan Document, Secured Cash Management Agreement or Secured Hedge Agreement

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Loan Party to any Secured Party under any Secured Document including all Secured Obligations, except for any obligation or liability which, if it were so included, would result in this Deed contravening any law (including section 678 or section 679 of the Companies Act 2006)

"Security Assets" means all the assets of the Chargor which from time to time are subject of this Security

"Security Period" means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full (other than (A) contingent indemnification obligations as to which no claim has been asserted and (B) obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreements as to which arrangements satisfactory to the applicable Cash Management Bank or Hedge Bank shall have been made), the termination of all of the Commitments and the termination or expiration of all Letters of Credit (other than Letters of Credit which have been Cash Collateralised)

"Shares" means all shares owned by the Chargor in the Company (other than shares which are subject to security in favour of the Collateral Agent pursuant to the 2014 Debenture)

1 2 Construction

- (a) Terms defined in the Credit Agreement have, unless expressly defined in this Deed, the same meaning in this Deed
- (b) The provisions of section 1 02 (*Other Interpretive Provisions*) of the Credit Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Credit Agreement will be construed as references to this Deed
- (c) Any covenant of the Chargor under this Deed remains in force during the Security Period and is given for the benefit of each Secured Party
- (d) This Deed is subject to the terms of the Credit Agreement. In the event of any conflict between the terms of this Deed and the terms of the Credit Agreement, the Credit Agreement shall prevail. Notwithstanding any provision of this Deed, nothing which is permitted to be done under the Credit Agreement shall be deemed to constitute a breach of any term of this Deed
- (e) If the Collateral Agent considers that an amount paid to a Secured Party under a Secured Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed
- (f) Unless the context otherwise requires, a reference to a Security Asset includes
 - (i) any part of that Security Asset,
 - (ii) any proceeds of that Security Asset, and
 - (iii) any present and future assets of that type
- (g) A “**Secured Document**” or any other agreement or instrument is a reference to that Secured Document or other agreement or instrument as amended, novated, supplemented, extended or restated
- (h) The term “**this Security**” means any security created by this Deed
- (i) The term “**assets**” includes present and future properties, revenues and rights of every description
- (j) The Security constituted by this Deed shall not extend to any Excluded Property

1 3 Powers Supplemental to Trustee Acts

The rights, powers, authorities and discretions given to the Collateral Agent under or in connection with the Loan Documents shall be supplemental to the Trustee Act 1925 and the Trustee Act 2000 and in addition to any which may be vested in the Collateral Agent by law or regulation or otherwise

1 4 Disapplication of Trustee Acts

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Collateral Agent in relation to the trusts constituted by this Deed. Where there are any inconsistencies between the Trustee Act 1925 or the Trustee Act 2000 and the provisions of this Deed or the provisions relating to the Collateral Agent in the Credit Agreement, the provisions of this Deed or the Credit Agreement shall, to the extent permitted by law and regulation, prevail

and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Deed or the Credit Agreement shall constitute a restriction or exclusion for the purposes of that Act

2. CREATION OF SECURITY

2.1 General

- (a) All this Security
 - (i) is created in favour of the Collateral Agent,
 - (ii) is security for the payment, discharge and performance of all the Secured Liabilities, and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) The Collateral Agent holds the benefit of this Deed on trust for the Secured Parties

2.2 Shares

- (a) The Chargor charges by way of first fixed charge
 - (i) all of the Shares, both present and future, from time to time, owned by it or in which it has an interest, and
 - (ii) all corresponding Related Rights
- (b) A reference in this Deed to “**Related Rights**” means
 - (i) any dividend, interest or other distribution paid or payable, and
 - (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

3. REPRESENTATIONS AND WARRANTIES – GENERAL

Times for making representations and warranties

- (a) The representations and warranties set out in this Deed are made by the Chargor on the date of this Deed
- (b) When a representation and warranty is deemed to be repeated, it is deemed to be made by reference to the circumstances existing at the time of repetition

4. RESTRICTIONS ON DEALINGS

The Chargor may not

- (a) create or allow to exist security on any Security Assets, or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of the Security Assets,

unless permitted under the Credit Agreement or with the prior written consent of the Collateral Agent

5. SHARES

5.1 Shares

The Chargor represents and warrants to each Secured Party that

- (a) its Shares are duly authorised, validly issued and fully paid and are not subject to any option to purchase or similar right, and
- (b) it is the sole legal and beneficial owner of its Shares

5.2 Certificated Shares

The Chargor must

- (a) in relation to any Shares owned by the Chargor on the date of this Deed, as soon as reasonably practicable following the date of this Deed,
- (b) in relation to any Shares which the Chargor does not own on the date of this Deed, as soon as reasonably practicable following, and in any event within 30 days (or such later date as the Collateral Agent may agree) of the date on which such Chargor becomes the owner of such Shares
 - (i) deposit with the Collateral Agent, or as the Collateral Agent may direct, all certificates and other documents of title or evidence of ownership in relation to such Shares, and
 - (ii) deliver to the Collateral Agent all share transfer forms (executed in blank and left undated) and other documents which may be requested by the Collateral Agent in order to enable the Collateral Agent or its nominees to be registered as the owner or otherwise obtain a legal title to such Shares following the occurrence of an Enforcement Event

5.3 Changes to rights

The Chargor may not (except to the extent permitted by the Credit Agreement or with the prior written consent of the Collateral Agent) take or allow the taking of any action on its behalf which may result in the rights attaching to any of its Shares being altered in any manner which would materially prejudice the validity or enforceability of this Security

5.4 Calls

- (a) The Chargor must pay all calls and other payments due and payable in respect of any of its Shares
- (b) If the Chargor fails to do so, the Collateral Agent may pay those calls or other payments on behalf of the Chargor. The Chargor must promptly on written request reimburse the Collateral Agent for any payment made by the Collateral Agent under this Subclause and, pending reimbursement, that payment will constitute part of the Secured Liabilities

5 5 Other obligations in respect of Shares

No Secured Party will be required in any manner to

- (a) perform or fulfil any obligation of the Chargor,
- (b) make any payment or make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor, or
- (c) present or file any claim or take any other action to collect or enforce the payment of any amount,

in respect of any Share

5 6 Voting rights

- (a) Prior to the occurrence of an Enforcement Event
 - (i) the voting rights, powers and other rights in respect of the Shares shall be exercisable by the Chargor, and
 - (ii) all dividends or other income paid or payable in relation to any Shares shall be paid directly to the Chargor
- (b) Following the occurrence of an Enforcement Event, the Collateral Agent may exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Share, any person who is the holder of any Share or otherwise

6. WHEN SECURITY BECOMES ENFORCEABLE

6 1 Timing

This Security will become immediately enforceable if an Enforcement Event occurs

6 2 Enforcement

After this Security has become enforceable, the Collateral Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Required Lenders direct

7. ENFORCEMENT OF SECURITY

7 1 General

- (a) The power of sale and any other power conferred on a mortgagee by law (including under section 101 of the Act) as varied or amended by this Deed will be immediately exercisable at any time after the occurrence of an Enforcement Event
- (b) For the purposes of all powers implied by law, the Secured Liabilities are deemed to have become due and payable on the date of this Deed
- (c) Any restriction imposed by law on the power of sale (including under section 103 of the Act) or the right of a mortgagee to consolidate mortgages (including under section 93 of the Act) does not apply to this Security

7 2 Privileges

Each Receiver and the Collateral Agent is entitled to all the rights, powers, privileges and immunities conferred by law (including the Act) on mortgagees and receivers duly appointed under any law (including the Act)

7 3 Protection of third parties

No person (including a purchaser) dealing with the Collateral Agent or a Receiver or its or his agents will be concerned to enquire

- (a) whether the Secured Liabilities have become payable,
- (b) whether any power which the Collateral Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised,
- (c) whether any money remains due under the Secured Documents, or
- (d) how any money paid to the Collateral Agent or to that Receiver is to be applied

7 4 Redemption of prior mortgages

- (a) At any time after the occurrence of an Enforcement Event, the Collateral Agent may (other than with respect to the security created pursuant to the 2014 Debenture)
 - (i) redeem any prior security against any Security Asset, and/or
 - (ii) procure the transfer of that security to itself, and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer, any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor
- (b) The Chargor must pay to the Collateral Agent, promptly on demand, all reasonable costs and expenses incurred by the Collateral Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest

7 5 Contingencies

If this Security is enforced at a time when no amount is due under the Secured Documents but at a time when amounts may or will become due, the Collateral Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into such number of suspense accounts as it considers appropriate

8. RECEIVER

8 1 Appointment of Receiver

- (a) Except as provided below, the Collateral Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if
 - (i) an Enforcement Event has occurred, or
 - (ii) the Chargor so requests the Collateral Agent in writing at any time
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand

- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed
- (d) The Collateral Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A to the Insolvency Act 1986
- (e) The Collateral Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Collateral Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies

8 2 Removal

The Collateral Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

8 3 Remuneration

The Collateral Agent may fix the remuneration of any Receiver appointed by it and any maximum rate imposed by any law (including under section 109(6) of the Act) will not apply

8 4 Agent of the Chargor

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor is solely responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver
- (b) No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason

8 5 Relationship with Collateral Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may at any time after the occurrence of an Enforcement Event be exercised by the Collateral Agent in relation to any Security Asset without first appointing a Receiver or notwithstanding the appointment of a Receiver

9. POWERS OF RECEIVER

9 1 General

- (a) A Receiver has all the rights, powers and discretions set out below in this Clause 9 1 (*General*) in addition to those conferred on it by any law. This includes
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986, and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986

- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver

9 2 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit

9 3 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit

9 4 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset

9 5 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit

9 6 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset

9 7 Delegation

A Receiver may delegate his powers in accordance with this Deed

9 8 Other powers

A Receiver may

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or by law,
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset, and
- (c) use the name of the Chargor for any of the above purposes

10. APPLICATION OF PROCEEDS

- (a) Unless otherwise determined by the Collateral Agent or a Receiver, any moneys received by the Collateral Agent or that Receiver after this Security has become enforceable must be applied by the Collateral Agent in the order of priority set forth in Section 8.04 of the Credit Agreement
- (b) This Clause 10 (*Application of Proceeds*) is subject to the payment of any claims having priority over this Security. This Clause 10 (*Application of Proceeds*) does not prejudice the right of any Secured Party to recover any shortfall from the Chargor

11. DELEGATION

11.1 Power of Attorney

The Collateral Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed

11.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Collateral Agent or any Receiver may think fit

11.3 Liability

Neither the Collateral Agent nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate

12. FURTHER ASSURANCES

Subject to the Guaranty and Security Principles, the Chargor must, at its own expense, take whatever action the Collateral Agent or a Receiver may reasonably require for

- (a) creating, perfecting or protecting any security intended to be created by or pursuant to this Deed,
- (b) facilitating the realisation of any Security Asset following the occurrence of an Enforcement Event, or
- (c) facilitating the exercise of any right, power or discretion exercisable by the Collateral Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset

This includes

- (i) the re-execution of this Deed,
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Collateral Agent or to its nominee, and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Collateral Agent may think necessary (acting reasonably)

13. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Collateral Agent, each Receiver and each of their respective delegates and sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed, provided that such power of attorney may only be exercised after the occurrence of an Enforcement Event that has not been cured or waived and upon giving notice to the Chargor (such notice is deemed automatically given upon the occurrence of an Event of Default under section 8.01(f) or (g) of the Credit Agreement). The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 13 (*Power of Attorney*).

14. PRESERVATION OF SECURITY

14.1 Continuing security

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

14.2 Reinstatement

If any payment by a Loan Party or any discharge given by a Secured Party (whether in respect of the obligations of 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 Loan Party will continue as if the payment, discharge, avoidance or reduction had not occurred, and
- (b) each Secured Party will be entitled to recover the value or amount of that security or payment from each Loan Party, as if the payment, discharge, avoidance or reduction had not occurred.

14.3 Waiver of defences

The obligations of the Chargor under this Deed will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed (whether or not known to it or any Secured Party). This includes:

- (a) any time or waiver granted to, or composition with, any person,
- (b) any release of any person under the terms of any composition or arrangement,
- (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 person,
- (d) 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,
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person,
- (f) any amendment of a Secured Document or any other document or security,
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Secured Document or any other document or security or the failure by any Loan Party to enter into or be bound by any Secured Document, or

- (h) any insolvency or similar proceedings

14.4 Immediate recourse

- (a) The Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person or file any proof or claim in any insolvency, administration, winding-up or liquidation proceedings relative to any other Loan Party or any other person before claiming from the Chargor under this Deed
- (b) This waiver applies irrespective of any law or any provision of a Secured Document to the contrary

14.5 Appropriations

Until all amounts which may be or become payable by the Loan Parties under or in connection with the Secured Documents have been irrevocably paid in full (other than (A) contingent indemnification obligations as to which no claim has been asserted and (B) obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreements as to which arrangements satisfactory to the applicable Cash Management Bank or Hedge Bank shall have been made), each Secured Party (or any trustee or agent on its behalf) may without affecting the liability of the Chargor under this Deed

- (a)
 - (i) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) against those amounts, or
 - (ii) apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise), and
- (b) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed

14.6 Non-competition

Unless

- (a) all amounts which may be or become payable by the Loan Parties under or in connection with the Secured Documents have been irrevocably paid in full (other than (A) contingent indemnification obligations as to which no claim has been asserted and (B) obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreements as to which arrangements satisfactory to the applicable Cash Management Bank or Hedge Bank shall have been made), or
- (b) the Collateral Agent otherwise directs,

the Chargor will not, after a claim has been made or by virtue of any payment or performance by it under this Deed

- (i) be subrogated to any rights, security or moneys held, received or receivable by any Secured Party (or any trustee or agent on its behalf),

- (ii) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of the Chargor's liability under this Clause 14 6 (*Non-competition*),
- (iii) claim, rank, prove or vote as a creditor of any Loan Party or its estate in competition with any Secured Party (or any trustee or agent on its behalf), or
- (iv) receive, claim or have the benefit of any payment, distribution or security from or on account of any Loan Party, or exercise any right of set-off as against any Loan Party

The Chargor must hold in trust for and must immediately pay or transfer to the Collateral Agent for the Secured Parties any payment or distribution or benefit of security received by it contrary to this Clause 14 6 (*Non-competition*) or in accordance with any directions given by the Collateral Agent under this Clause 14 6 (*Non-competition*)

14 7 Additional security

- (a) This Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by any Secured Party
- (b) No prior security held by any Secured Party (in its capacity as such or otherwise) over any Security Asset will merge into this Security

14 8 Security held by Chargor

The Chargor may not, without the prior consent of the Collateral Agent, hold any security from any other Loan Party in respect of the Chargor's liability under this Deed. The Chargor will hold any security held by it in breach of this provision on trust for the Collateral Agent

15. MISCELLANEOUS

15 1 Covenant to pay

The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Secured Documents

15 2 Tacking

Each Lender must perform its obligations under the Credit Agreement (including any obligation to make available further advances)

15 3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, any Secured Party may open a new account with any Loan Party
- (b) If a Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability

15 4 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any Secured Document or otherwise, if any time deposit matures on any account the Chargor has with any Secured Party within the Security Period when

- (a) an Enforcement Event has occurred, and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party in its absolute discretion considers appropriate unless that Secured Party otherwise agrees in writing

15 5 Notice of assignment

This Deed constitutes notice in writing to the Chargor of any charge or assignment of a debt owed by the Chargor to any other member Loan Party and contained in any other Secured Document

15 6 Financial collateral

- (a) To the extent that the assets mortgaged or charged under this Deed constitute “financial collateral” and this Deed and the obligations of the Chargor 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 Collateral Agent shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities
- (b) For the purpose of paragraph (a) above, the value of the financial collateral appropriated shall be such amount as the Collateral Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it

16. RELEASE

The Collateral Agent must at the end of the Security Period (or otherwise in accordance with Section 9 11 (*Collateral and Guaranty matters*) of the Credit Agreement) at the request and cost of such Chargor, execute any documents and take whatever action is reasonably necessary to release the Shares from this Security

17. COUNTERPARTS

This Deed may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument

18. INTERCREDITOR AGREEMENT

Notwithstanding any provision to the contrary in this Deed, with respect to the Junior Intercreditor Agreement and, if any other intercreditor agreement is entered into in accordance with section 9 11 of the Credit Agreement, in the event of any conflict or inconsistency between the provisions of such intercreditor agreement and this Deed, the provisions of such intercreditor agreement shall prevail

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

Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute including a dispute relating to non-contractual obligations arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement) (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 Subclause 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, the Secured Parties may take concurrent proceedings in any number of jurisdictions

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed

SIGNATORIES

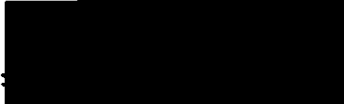
The Chargor

**EXECUTED as a DEED by
DIAMOND TOPCO LIMITED
acting by
in the presence of.**

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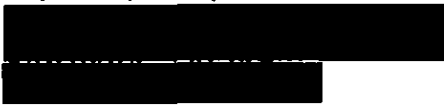


Witness's signature:



Name: Alexia Gomez

Address:



The Collateral Agent

EXECUTED as a DEED by
JPMORGAN CHASE BANK, N.A. ,
as Collateral Agent

By

Name

Title

Bruce S. Borden
Executive Director