

234559-13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



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

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

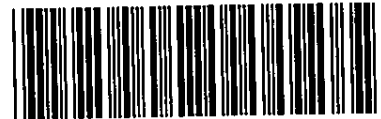
☒ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument.

☒ What this form is NOT for
You may not use this form to
register a charge where there is no
instrument. Use form MR01

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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.
It must be scanned and placed on the public record. Do not send the original.



A09

11/11/2014

#171

COMPANIES HOUSE

TUESDAY

1 Company details

Company number 0 9 2 8 4 6 6 3

Company name in full DIAMOND MIDCO LIMITED

For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 0 5 1 1 2 0 1 4

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

NONE

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

Alan J Overy CIP
ON BEHALF OF THE COLLATERAL AGENT AS CHARGE

*10/11/2014***X**

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 MICHAEL HORROCKS

Company name ALLEN & OVERY

Address ONE BISHOPS SQUARE

Post town LONDON

County/Region

Postcode E 1 6 A D

Country UNITED KINGDOM

DX

Telephone 020 3088 3339



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: 9284663

Charge code: 0928 4663 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th November 2014 and created by DIAMOND MIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th November 2014.

6

Given at Companies House, Cardiff on 17th November 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

5 November 2014

THE CHARGORS
(as described in schedule 1)

and

JPMORGAN CHASE BANK, N.A.
(as Collateral Agent)

DEBENTURE

LATHAM & WATKINS

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

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

EXCEPT FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES
ACT 2006 I CERTIFY THAT THIS IS A CORRECT
COPY OF THE ORIGINAL DOCUMENT

Allen & Overly
10/11/14

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FORM OF DEED OF ACCESSION	

THIS DEED is dated 5 November 2014 and made **BETWEEN**

- (1) **THE COMPANIES LISTED IN Schedule 1** (*The Chargors*) (each an **Original Chargor** and together the **Original Chargors**), 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 Original Chargors enter 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

"Account" means all present and future bank accounts in the name of any Chargor, this includes the bank accounts (if any) specified in Part 4 of Schedule 2 (*Security Assets*) under its name under the heading "Accounts" and the bank accounts (if any) specified in any Deed of Accession

"Account Bank" means, in relation to an Account, the bank or any other financial institution with which the Account is maintained

"Act" means the Law of Property Act 1925

"Additional Chargor" means any Person which becomes a Chargor by executing a Deed of Accession

"Chargor" means each of the Original Chargors and any Additional Chargor

"Credit Agreement" means the credit agreement dated on or about the date of this Deed between, amongst others, Diamond US Holding LLC, Diamond Midco Limited, Diamond Topco Limited and the Collateral Agent

"Deed of Accession" means a deed substantially in the form of Schedule 5 (*Form of Deed of Accession*)

"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 relevant Chargor

"Equity Interests" means any shares, stocks, debentures, bonds, warrants, coupons or other securities and investments (including all Cash Equivalents)

“Fixtures” means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery included in a Chargor's Property

“Investments” means

- (a) the Shares, and
- (b) all other shares, stocks, debentures, bonds, warrants, coupons and other securities and investments,

which a Chargor purports to mortgage or charge under this Deed

“Original Property” means any freehold or leasehold property specified in Part 1 of Schedule 2 (*Security Assets*)

“Party” means a party to this Deed

“Plant and Machinery” means in relation to any Chargor any plant, machinery, computers, office equipment or vehicles (if any) including, but not limited to that specified in Part 3 of Schedule 2 (*Security Assets*) opposite its name or in Part 3 of the schedule to any Deed of Accession by which it became party to this Deed

“Premises” means all buildings and erections included in a Chargor's Property.

“Property” means any freehold and leasehold property in the name of any Chargor which has a fair market value greater than or equal to USD 2,000,000 (or its equivalent in another currency), this includes the property (if any) specified in Part 1 of Schedule 2 (*Real Property*) under its name under the heading “Real Property” and the property if any specified in any Deed of Accession (for the avoidance of doubt, where a property is made up of more than one title number, the value of the property shall be based on the collective value of all of the land and property comprised in the relevant title numbers)

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

“Relevant Contract” means in relation to any Chargor,

“Relevant Contract” means in relation to any Chargor,

- (a) any agreement specified in Part 5 of Schedule 2 (*Security Assets*) opposite its name or in Part 5 of the schedule to any Deed of Accession by which it became party to this Deed,
- (b) any intercompany loan agreement (in whatever form) or analogous arrangement between a Chargor as lender (or equivalent) and any Loan Party as borrower (or equivalent), and
- (c) any other agreement to which any Chargor is a party and which the Collateral Agent and any Chargor have designated (in writing) as a Relevant Contract,

provided that, in each of paragraphs (a) and (c) above, the aggregate principal amount of indebtedness outstanding thereunder is in excess of USD 2,000,000 (or its equivalent in another currency)

"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 assets of each Chargor the 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 in any Restricted Subsidiary the subject of this Security

12 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 102 (*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 a Chargor under this Deed remains in force during the Security Period and is given for the benefit of each Secured Party
- (d) The terms of the other Secured Documents and of any side letters between any Parties in relation to any Secured Document (as the case may be) are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (e) 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
- (f) 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
- (g) 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
- (h) 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
- (i) The term “**this Security**” means any security created by this Deed
- (j) The term “**assets**” includes present and future properties, revenues and rights of every description
- (k) 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
- (c) The fact that no or incomplete details of any Security Asset are inserted in Schedule 2 (*Security Assets*) or in the schedule to any Deed of Accession (if any) by which any Chargor became party to this Deed does not affect the validity or enforceability of this Security

2.2 Land

(a) Each Chargor charges

- (i) by way of a first legal mortgage all estates or interests in any Property owned by it and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use such Property, this includes any specified in Part 1 of Schedule 2 (*Security Assets*) opposite its name or in Part 1 of the schedule to any Deed of Accession by which it became party to this Deed, and
- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any Property owned by it and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use such Property

(b) A reference in this Deed to any Property includes

- (i) all buildings, erections, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on that Property owned by the relevant Chargor, and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that Property and any moneys paid or payable in respect of those covenants

2.3 Investments

(a) Each Chargor charges by way of a first legal mortgage

- (i) all shares in any Restricted Subsidiary owned by it or held by any nominee on its behalf, this includes any specified in Part 2 of Schedule 2 (*Security Assets*) opposite its name or in Part 2 of the schedule to any Deed of Accession by which it became party to this Deed, and
- (ii) all other Equity Interests acquired, owned or otherwise held by it or by any nominee on its behalf in any Restricted Subsidiary,

other than Equity Interests held in any Subsidiary that is incorporated or organised under the laws of a jurisdiction other than England and Wales to the extent that such stocks, shares or investments are the subject of security created under a Collateral Document governed by the laws of such foreign jurisdiction

(b) A reference in this Deed to any Equity Interest includes

- (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

2.4 Plant and machinery

Each Chargor charges by way of a first fixed charge all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession

2 5 Credit balances

Subject to any prior security and any other rights (including but not limited to set off rights) in favour of any Account Bank which are created either by law or in the standard terms and conditions of such Account Bank (to the extent such terms and conditions have not been waived), each Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Account and the debt represented by it

2 6 Insurances

- (a) Each Chargor assigns absolutely, subject to a proviso for reassignment on redemption, all amounts payable to it under or in connection with any contract or policy of insurance taken out by it (including in relation to assets that are also subject to this Security) or in which it has an interest and all of its rights in connection with those amounts (the “Insurances”)
- (b) To the extent that they are not effectively assigned under paragraph (a) above, each Chargor charges by way of first fixed charge all amounts and rights described in paragraph (a) above
- (c) A reference in this Subclause to any amounts excludes all amounts received or receivable under or in connection with any third party liability or public liability Insurance and required to settle a liability of a Loan Party to a third party or any directors and officers insurance

2 7 Other contracts

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of
 - (i) its Relevant Contracts,
 - (ii) any letter of credit issued in its favour; and
 - (iii) any bill of exchange or other negotiable instrument held by it
- (b) To the extent that they do not fall within any other Subclause of this Clause 2 7 (*Other contracts*) and are not effectively assigned under paragraph (a) above, each Chargor charges by way of first fixed charge all of its rights under each agreement and document to which it is a party

2 8 Intellectual property

Each Chargor charges by way of a first fixed charge all of its rights in respect of any material trademarks, including all applications for the same, this includes the trademarks (if any) specified in Schedule 2 (*Security Assets*) under its name under the heading “Specific Intellectual Property Rights” and the material trademarks (if any) specified in any Deed of Accession (the “Intellectual Property Rights”)

2 9 Miscellaneous

Each Chargor charges by way of a first fixed charge

- (a) any beneficial interest, claim or entitlement it has to any assets of any pension fund,

- (b) its goodwill,
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and
- (e) its uncalled capital.

2 10 Floating Charge

- (a) Each Chargor charges by way of a first floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under this Deed
- (b) Except as provided below, the Collateral Agent may by notice to a Chargor convert the floating charge created by that Chargor under this Deed into a fixed charge as regards any of that Chargor's assets (other than, for the avoidance of doubt, the Excluded Property) specified in that notice, if
 - (i) an Enforcement Event has occurred,
 - (ii) the Collateral Agent considers (acting reasonably) those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, or
 - (iii) that Chargor fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Collateral Agent, is likely to result in it failing to comply with its obligations under paragraph (a) of Clause 4 (*Restrictions on dealings*)
- (c) The floating charge created under this Deed may not be converted into a fixed charge solely by reason of
 - (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium,
 under section 1A to the Insolvency Act 1986
- (d) The floating charge created under this Deed will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of each Chargor's assets
 - (i) if an administrator is appointed or the Collateral Agent receives notice of an intention to appoint an administrator, or
 - (ii) on the convening of any meeting of the members of that Chargor to consider a resolution to wind that Chargor up (or not to wind that Chargor up).
- (e) The floating charge created under this Deed is a "**qualifying floating charge**" for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

- (f) The giving by the Collateral Agent of a notice under paragraph (b) above in relation to any asset of a Chargor will not be construed as a waiver or abandonment of the Collateral Agent's rights to give any other notice in respect of any other asset or of any other right of any other Secured Party under this Deed or any other Secured Document.

2.11 Property Restricting Charging

- (a) Without prejudice to the obligations of each Chargor under any other Loan Document, there shall be excluded from the Security created by this Clause 2 (*Creation of Security*), but in each case only to the extent that such prohibition or condition restricts the type of charge purported to be created by this Clause 2 (*Creation of Security*) (as applicable)
 - (i) any asset or undertaking which a Chargor is prohibited from creating Security on or over or assigning (as applicable) at the time it acquired such asset or undertaking by reason of any contract, license, lease, instrument or other arrangement which has been entered into with a third party on arms' length terms in relation to that asset or undertaking (including any asset or undertaking which a Chargor is precluded from creating Security over or assigning (as applicable) without the prior consent of a third party), in each case to the extent of that prohibition and for so long as such prohibition is in existence or until consent has been received from the third party, and
 - (ii) any asset or undertaking which the Chargor is not prohibited from creating Security on or over or assigning (as applicable) at the time it acquired such asset or undertaking by a contract, license, lease, instrument or other arrangement which has been entered into with a third party on arms' length terms in relation to an asset or undertaking, but which would, if subject to any Security or assignment (as applicable), result in the termination of such contract, license, lease, instrument or other arrangement to the extent of that right of termination and for so long as such right is in existence or until a waiver of the relevant term has been received from the relevant third party
- (b) For the purposes of this paragraph (a), the term "**third party**" in relation to a Chargor, means any person which is not an Affiliate of that Chargor
- (c) For all assets and undertakings referred to in sub-paragraphs (i) and (ii) of paragraph (a) above, each relevant Chargor undertakes to apply for a consent or waiver of the relevant prohibition or condition which affects the charging of such asset as soon as reasonably practicable after the date of this Deed (or, as applicable, the creation of the relevant prohibition or condition to the extent arising after the date of this Deed, unless the relevant Chargor has already used its commercially reasonable endeavours at the time of negotiation of the relevant contract, license, lease, instrument or other arrangement to avoid the inclusion of the relevant prohibition or condition or otherwise to limit its scope) and to use its commercially reasonable efforts to obtain such consent or waiver as soon as reasonably practicable provided that the relevant Chargor will not be required to jeopardize commercial relationships with third parties if the relevant Chargor determines in good faith that such endeavours would jeopardize such relationships
- (d) Immediately upon satisfaction of the relevant condition or upon receipt of the relevant waiver or consent, or upon the relevant prohibition otherwise ceasing to apply, the formerly excluded assets or undertakings shall stand charged or assigned (as

applicable) to the Collateral Agent under this Clause 2 (*Creation of Security*) and such Chargor shall promptly deliver a copy of the relevant consent or waiver to the Collateral Agent

- (e) Where an asset is excluded from the Security created by this Clause 2 (*Creation of Security*) as a result of paragraph (a) above, that Security shall (to the extent it would not breach the provisions of paragraph (a) above) operate as an assignment or charge of all proceeds and/or receivables (including damages and compensation) which that Chargor derives from the relevant asset(s) that have been so excluded from such Security

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 Original Chargers on the date of this Deed
- (b) Each representation and warranty under this Deed is deemed to be made by each Chargor which becomes party to this Deed by a Deed of Accession, on the date on which that Chargor becomes a Chargor
- (c) 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

No Chargor may

- (a) create or allow to exist any 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 its assets,

unless permitted under the Credit Agreement

5. LAND

5.1 Acquisitions

If a Chargor acquires any freehold or leasehold property after the date of this Deed where the consideration paid by the relevant Chargor is greater than USD 2,000,000 (or its equivalent in another currency) (for the avoidance of doubt, where a property is made up of more than one title number, the value of the property shall be based on the collective value of all of the land and property comprised in the relevant title numbers), it must

- (a) promptly notify the Collateral Agent,
- (b) promptly on written request by the Collateral Agent and at the cost of that Chargor (acting reasonably), execute and deliver to the Collateral Agent a legal mortgage in favour of the Collateral Agent of that property in any form (consistent with this Deed) which the Collateral Agent may require (acting reasonably),

- (c) if the title to that freehold or leasehold property is registered at H M Land Registry or required to be so registered, give H M Land Registry written notice of this Security; and
- (d) if applicable, ensure that this Security is correctly noted in the Register of Title against that title at H M Land Registry

A Chargor must promptly notify the Collateral Agent if it becomes aware that any of its freehold or leasehold property not charged under this Deed increases in value to over USD 2,000,000 (or its equivalent in another currency)

5.2 H.M. Land Registry

- (a) Each Chargor consents to a restriction in the following terms being entered on the Register of Title relating to any Property registered at H M Land Registry

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the security agreement dated [] in favour of [] referred to in the charges register or their conveyancer (Standard form P)"

- (b) Each Chargor shall apply to the Chief Land Registrar on the prescribed Land Registry form for a notice to be entered on the Register of Title relating to any Property registered at H M Land Registry that there is an obligation to make further advances on the security of the registered charge

5.3 Deposit of title deeds

Each Chargor must deposit with the Collateral Agent all deeds and documents of title relating to its Property or, if the Collateral Agent so consents, an undertaking in form and substance satisfactory to the Collateral Agent from the legal advisers to the Chargors addressed to the Collateral Agent undertaking to hold such deeds, certificates and other documents of title to the order of the Collateral Agent

5.4 Power to remedy

If a Chargor fails to perform any covenant or stipulation or any term of this Deed affecting its Property, and that failure is not remedied to the satisfaction of the Collateral Agent within 14 days of the earlier of the Collateral Agent giving notice to the relevant Chargor and the relevant Chargor becoming aware of the failure to comply, that Chargor must allow the Collateral Agent or its agents and contractors

- (a) to comply with or object to any notice served on that Chargor in respect of its Property, and
- (b) to take any action as the Collateral Agent may reasonably consider necessary to prevent or remedy any breach of any such covenant, stipulation or term or to comply with or object to any such notice

That Chargor must promptly on request by the Collateral Agent pay all reasonable costs and expenses of the Collateral Agent or its agents and contractors incurred in connection with any action taken by it under this Subclause

6. INVESTMENTS

6.1 Investments

Each Chargor represents and warrants to each Secured Party that

- (a) its Investments 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 Investments

6.2 Certificated Investments

Each Chargor must

- (a) as soon as reasonably practicable following the date of this Deed,
- (b) in relation to any Investment which a 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 Investment, or
- (c) in the case of a Chargor which accedes to this Deed pursuant to a Deed of Accession, as soon as reasonably practicable following the date of such Deed of Accession
 - (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 any Investment, and
 - (ii) deliver to the Collateral Agent all share transfers (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 any Investment following the occurrence of an Enforcement Event

6.3 Changes to rights

No Chargor may (except to the extent permitted by the Credit Agreement) take or allow the taking of any action on its behalf which may result in the rights attaching to any of its Investments being altered in any manner which would materially prejudice the validity or enforceability of the security

6.4 Calls

- (a) Each Chargor must pay all calls and other payments due and payable in respect of any of its Investments
- (b) If a Chargor fails to do so, the Collateral Agent may pay those calls or other payments on behalf of that Chargor. That 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

6 5 Other obligations in respect of Investments

- (a) No Secured Party will be required in any manner to
 - (i) perform or fulfil any obligation of a Chargor,
 - (ii) make any payment or make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
 - (iii) present or file any claim or take any other action to collect or enforce the payment of any amount,n respect of any Investment
- (b) Each Chargor must amend the constitutional documents of each company which is not an Immaterial Subsidiary (other than an Immaterial Subsidiary that is a Loan Party), the shares of which have been secured pursuant to this Deed to disapply any restrictions on the transfer or the registration of the transfer of the shares on the taking and enforcement of the security granted over them

6 6 Voting rights

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

7. INTELLECTUAL PROPERTY

7 1 Representations

Each Chargor represents to each Secured Party that as at the date of this Deed or, if later, the date it became a Party, all material Intellectual Property Rights beneficially owned by it (if any) are identified in Part 6 of Schedule 2 (*Security Assets*) opposite its name or in of the schedule to any Deed of Accession by which it became party to this Deed

8. ACCOUNTS

8 1 Withdrawals

- (a) Until the occurrence of an Enforcement Event, each Chargor shall have the right to continue to deal with the Accounts in the course of its business
- (b) Upon the occurrence of an Enforcement Event

- (i) no Chargor shall deal with any Account (including withdrawing any moneys (including interest) standing to the credit of any Account or giving any Account Bank instructions in relation to the Accounts), and
- (ii) the Collateral Agent may deliver any written notices or other instruction to any Account Bank in relation to the operation of the Account.

8 2 Notices of charge

In relation to each Account, each Chargor must

- (a) promptly, and in any event within ten Business Days (or such longer period as the Collateral Agent may agree) of
 - (i) the date of this Deed,
 - (ii) in the case of a Chargor which accedes to this Deed pursuant to a Deed of Accession, the date of that Deed of Accession, or
 - (iii) in relation to any Account which a Chargor does not have open at the date of this Deed, the date of the opening of that Account,
 give notice to each Account Bank substantially in the form of Part 1 of Schedule 3 (*Forms of letter for Account Banks*), and
- (b) use its reasonable endeavours to procure that each Account Bank acknowledges that notice substantially in the form of Part 2 of Schedule 3 (*Forms of letter for Account Banks*), provided that, if the Chargor has used its reasonable endeavours but has not been able to obtain acknowledgement, its obligation to obtain acknowledgement shall cease on the expiry of 20 Business Days from the date of the relevant notice

9. RELEVANT CONTRACTS

9 1 Preservation

No Chargor may, without the prior consent of the Collateral Agent or unless permitted or not prohibited by the Credit Agreement amend or waive any term of a Relevant Contract in any manner which would materially prejudice the validity or enforceability of the security or cause an Enforcement Event to occur, or terminate, any of its Relevant Contracts

9 2 Other undertaking

Upon the occurrence of an Enforcement Event, each Chargor must upon request supply the Collateral Agent and any Receiver with copies of each of its Relevant Contracts and any information and documentation relating to any of its Relevant Contracts requested by the Collateral Agent or any Receiver

9 3 Rights

Upon the occurrence of an Enforcement Event, the Collateral Agent may exercise (without any further consent or authority on the part of the relevant Chargor and irrespective of any direction given by the Chargor) any of that Chargor's rights under its Relevant Contracts

9 4 Notices of assignment

In relation to each Relevant Contract secured by this Deed, each Chargor must promptly upon the occurrence of an Enforcement Event

- (a) serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (*Forms of letter for Relevant Contracts*), on each of the other parties to each of its Relevant Contracts, and
- (b) use its reasonable endeavours to procure that each of those other parties acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (*Forms of letter for Relevant Contracts*)

10. INSURANCES

- (a) In relation to each insurance policy secured by this Deed, each Chargor must promptly upon the occurrence of an Enforcement Event
 - (i) serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (*Forms of letter for Relevant Contracts*), on the relevant insurer, and
 - (ii) use its reasonable endeavours to procure that the relevant insurer acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (*Forms of letter for Relevant Contracts*)
- (b) Upon the occurrence of an Enforcement Event
 - (i) the Collateral Agent may exercise (without any further consent or authority on the part of any Chargor and irrespective of any direction given by any Chargor) any of the rights of any Chargor in connection with any amounts payable to it under any of its Insurances, and
 - (ii) each Chargor must hold any payment received by it under any of its Insurances on trust for the Collateral Agent

11. WHEN SECURITY BECOMES ENFORCEABLE

11 1 Timing

This Security will become immediately enforceable if an Enforcement Event occurs

11.2 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

12. ENFORCEMENT OF SECURITY

12 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
- (d) Any powers of leasing conferred on the Collateral Agent by law are extended so as to authorise the Collateral Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Collateral Agent may think fit and without the need to comply with any restrictions conferred by law (including under section 99 or 100 of the Act)

12.2 No liability as mortgagee in possession

Neither the Collateral Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset

- (a) to account as mortgagee in possession or for any loss on realisation, or
- (b) for any default or omission for which a mortgagee in possession might be liable

12.3 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)

12.4 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

12.5 Redemption of prior mortgages

- (a) At any time after the occurrence of an Enforcement Event, the Collateral Agent may
 - (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 each Chargor

- (b) Each 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

12.6 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

13. RECEIVER

13.1 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) a 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

13.2 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

13.3 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

13.4 Agent of each Chargor

- (a) A Receiver will be deemed to be the agent of the relevant 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 relevant 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 a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason

13 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

14. POWERS OF RECEIVER

14 1 General

- (a) A Receiver has all the rights, powers and discretions set out below in this Clause 14 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

14 2 Possession

A Receiver may take immediate possession of, get in and collect any Security Asset.

14 3 Carry on business

A Receiver may carry on any business of any Chargor in any manner he thinks fit

14 4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit
- (b) A Receiver may discharge any person appointed by any Chargor

14 5 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

14 6 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
- (c) Fixtures may be severed and sold separately from the property containing them without the consent of the relevant Chargor

14 7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender)

14 8 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 any Chargor or relating in any way to any Security Asset

14 9 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

14 10 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

14 11 Subsidiaries

A Receiver may form a Subsidiary of any Chargor and transfer to that Subsidiary any Security Asset

14 12 Delegation

A Receiver may delegate his powers in accordance with this Deed

14 13 Lending

A Receiver may lend money or advance credit to any customer of any Chargor

14 14 Protection of assets

A Receiver may

- (a) effect any repair or insurance and do any other act which any Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset,

- (b) commence and/or complete any building operation, and
- (c) apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as he thinks fit.

14 15 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 any Chargor for any of the above purposes

15. APPLICATION OF PROCEEDS

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

This Clause 15 (*Application of Proceeds*) is subject to the payment of any claims having priority over this Security This Clause 15 (*Application of Proceeds*) does not prejudice the right of any Secured Party to recover any shortfall from any Chargor

16. DELEGATION

16 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

16 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

16 3 Liability

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

17. FURTHER ASSURANCES

Subject to the Guaranty and Security Principles, each 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)

18. POWER OF ATTORNEY

Each 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 that 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 relevant 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) Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 18 (*Power of Attorney*)

19. PRESERVATION OF SECURITY

19.1 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

19.2 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

19.3 Waiver of defences

The obligations of each 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

19.4 Immediate recourse

- (a) Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other 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 that Chargor under this Deed
- (b) This waiver applies irrespective of any law or any provision of a Secured Document to the contrary

19.5 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 any 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 any Chargor or on account of that Chargor's liability under this Deed

19.6 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,

no Chargor will, 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 that Chargor's liability under this Clause 19.6 (*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

Each 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 19.6 (*Non-competition*) or in accordance with any directions given by the Collateral Agent under this Clause 19.6 (*Non-competition*)

19.7 Release of Chargors' right of contribution

If any Chargor ceases to be a Chargor in accordance with the terms of the Secured Documents for the purpose of any sale or other disposal of that Chargor

- (a) that Chargor will be released by each other Chargor from any liability whatsoever to make a contribution to any other Guarantor arising by reason of the performance by any other Chargor of its obligations under the Secured Documents, and
- (b) each other Chargor will waive any rights it may have by reason of the performance of its obligations under the Secured Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of any Secured Party under any Secured Document or of any other security taken under, or in connection

with, any Secured Document where the rights or security are granted by or in relation to the aspects of the retiring Chargor

19 8 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.

19 9 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

19 10 Security held by Chargor

No Chargor may, without the prior consent of the Collateral Agent, hold any security from any other Loan Party in respect of that Chargor's liability under this Deed. Each Chargor will hold any security held by it in breach of this provision on trust for the Collateral Agent

20. MISCELLANEOUS

20 1 Covenant to pay

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

20 2 Tacking

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

20 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

20 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 a 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

20.5 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 Loan Party and contained in any other Secured Document

20.6 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 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 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

21. 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 Security Assets from this Security

22. 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

23. 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

24. GOVERNING LAW

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

25. 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.

SCHEDULE 1
THE CHARGORS

Company	Company Number	Registered Office
Diamond Topco Limited	9282450	Lansdowne House, 57 Berkeley Square, London W1J 6ER
Diamond Midco Limited	9284663	Lansdowne House, 57 Berkeley Square, London W1J 6ER
Diamond Bidco Limited	9284718	Lansdowne House, 57 Berkeley Square, London W1J 6ER

SCHEDULE 2
SECURITY ASSETS

Part 1

Real Property

Chargor	Freehold/Leasehold	Description
N/A	N/A	N/A

**Part 2
Shares**

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held
Diamond Topco Limited	Diamond Midco Limited	Ordinary (\$0.01 each)	1
Diamond Midco Limited	Diamond Bidco Limited	Ordinary (\$0.01 each)	1

Part 3
Specific Plant and Machinery

Chargor
N/A

Description
N/A

Part 5
Relevant Contracts and Insurances

Chargor
N/A

Description
N/A

Part 5
Specific Intellectual Property Rights

Chargor
N/A

Description
N/A

SCHEDULE 3
FORMS OF LETTER FOR ACCOUNT BANKS

Part 1
Notice to Account Bank

To [Account Bank]

Copy JPMorgan Chase Bank, N A

[Date]

Dear Sirs,

Debenture dated [●] between, amongst others, Diamond Topco Limited, Diamond Midco Limited, Diamond Bidco Limited and JPMorgan Chase Bank, N.A. (the Debenture)

This letter constitutes notice to you that under the Debenture we [the Chargor] have charged (by way of a first fixed charge) in favour of JPMorgan Chase Bank, N A as agent and trustee for the Secured Parties referred to in the Debenture (the **Collateral Agent**) as first priority chargee all of our rights in respect of any amount standing to the credit of the account maintained by you (Account no . sort code) (the **Account**) and the debts represented by it

We remain entitled to withdraw any moneys (including interest) standing to the credit of the account, unless and until you receive written notice from the Collateral Agent to the contrary stating that the security constituted by the Debenture has become enforceable In this event, we irrevocably instruct and authorise you to

- (a) disclose to the Collateral Agent any information relating to the Account requested from you by the Collateral Agent,
- (b) comply with the terms of any written notice or instruction relating to the Account received by you from the Collateral Agent, and
- (c) pay or release any sum standing to the credit of the Account in accordance with the written instructions of the Collateral Agent

We acknowledge that you may comply with the instructions in this letter without any further permission from us and without any enquiry by you as to the justification for or validity of any request, notice or instruction

The instructions in this letter may not be revoked or amended without the prior written consent of us and the Collateral Agent

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

Please send to the Collateral Agent at [ADDRESS] with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement

Part 2
Acknowledgement of Account Bank

To [●]

Copy [Chargor]

[Date]

Dear Sirs,

Debenture dated [●] between, amongst others, Diamond Topco Limited, Diamond Midco Limited, Diamond Bidco Limited and JPMorgan Chase Bank, N.A. (the Debenture)

We confirm receipt from [the Chargor] (the **Chargor**) of a notice dated [●] of a charge upon the terms of the Debenture over all the rights of that Chargor to any amount standing to the credit of any of its account with us (Account no sort code) (the **Account**) and the debt represented by it

We confirm that we

- (a) accept the instructions contained in the notice and agree to comply with the notice,
- (b) have not received notice of the interest of any third party in the Account,
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Account, and
- (d) will upon receipt of a notice from the Collateral Agent that an Enforcement Event has occurred, act only in accordance with the instructions given by persons authorised by the Security Agent and we shall send all statements and other notices given by us relating to the Account to the Collateral Agent with a copy to [Chargor]

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

Yours faithfully,

(Authorised signatory)

[Account Bank]

SCHEDULE 4

FORMS OF LETTER FOR RELEVANT CONTRACTS

Part 1

Notice to Counterparty

To [Counterparty]

Copy JPMorgan Chase Bank, N A

[Date]

Dear Sirs,

Debenture dated [●] between, amongst others, Diamond Topco Limited, Diamond Midco Limited, Diamond Bidco Limited and JPMorgan Chase Bank, N.A. (the Debenture)

This letter constitutes notice to you that under the Security Agreement we [the Chargor] have assigned by way of security to [●] all our rights in respect of [insert details of Relevant Contract(s)] (the **Relevant Contract[s]**)

We confirm that

- (a) we will remain liable under [the] [each] Relevant Contract to perform all the obligations assumed by us under [the] [that] Relevant Contract, and
- (b) none of the Collateral Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of [the] [any] Relevant Contract

We will also remain entitled to exercise all of our rights, powers and discretions under [the] [each] Relevant Contract and you should continue to give notice under [the] [each] Relevant Contract to us, unless and until you receive written notice from the Collateral Agent to the contrary stating that the security constituted by the Security Agreement has become enforceable. In this event, all of our rights will be exercisable by, and notices must be given to, the Collateral Agent or as it directs

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Collateral Agent at [ADDRESS], with a copy to ourselves

Yours faithfully,

(Authorised signatory)

[Chargor]

Part 2
Acknowledgement of Counterparty

To [Collateral Agent]

Copy. [the Chargor]

[Date]

Dear Sirs,

Debenture dated [●] between, amongst others, Diamond Topco Limited, Diamond Midco Limited, Diamond Bidco Limited and JPMorgan Chase Bank, N.A. (the Debenture)

We confirm receipt from [the Chargor] (the **Chargor**) of a notice dated [●] of an assignment on the terms of the Debenture dated [●] of all the Chargor's rights in respect of [insert details of the Relevant Contract(s)] (the **Relevant Contract(s)**)

We confirm that we will pay all sums due, and give notices, under the Relevant Contract as directed in that notice

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

Yours faithfully,

(Authorised signatory)

[Counterparty]

SCHEDULE 5
FORM OF DEED OF ACCESSION

THIS DEED is dated [●]

BETWEEN:

- (1) [●] (registered number [●]) with its registered office at [●] (the “**Additional Chargor**”),
and
- (2) **JPMorgan Chase Bank, N.A** as collateral agent and trustee for the Secured Parties (the
Collateral Agent)

BACKGROUND:

- (A) The Additional Chargor has agreed to enter into this Deed and to become a Chargor under a Debenture entered into between the Original Chargors, and the Collateral Agent. The Additional Chargor will also, by execution of a separate instrument, become a party to the Credit Agreement as a Loan Party.
- (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

Terms defined in the Debenture have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Loan Document.

2. ACCESSION

With effect from the date of this Deed the Additional Chargor

- (a) will become a party to the Debenture as a Chargor, and
- (b) will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

3. SECURITY

- (a) Paragraphs (a) to (h) below apply without prejudice to the generality of Clause 2 (*Accession*) of this Deed.
- (b) 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.
- (c) The Security constituted by this Deed shall not extend to any Excluded Property.

- (d) There shall be excluded from the Security, but in each case only to the extent that such prohibition or condition restricts the type of charge purported to be created
- (i) any asset or undertaking which the Additional Chargor is prohibited from creating Security on or over or assigning (as applicable) at the time it acquired such asset or undertaking by reason of any contract, license, lease, instrument or other arrangement which has been entered into with a third party on arms' length terms in relation to that asset or undertaking (including any asset or undertaking which the Additional Chargor is precluded from creating Security over or assigning (as applicable) without the prior consent of a third party), in each case to the extent of that prohibition and for so long as such prohibition is in existence or until consent has been received from the third party, and
 - (ii) any asset or undertaking which the Additional Chargor is not prohibited from creating Security on or over or assigning (as applicable) at the time it acquired such asset or undertaking by a contract, license, lease, instrument or other arrangement which has been entered into with a third party on arms' length terms in relation to an asset or undertaking, but which would, if subject to any Security or assignment (as applicable), result in the termination of such contract, license, lease, instrument or other arrangement to the extent of that right of termination and for so long as such right is in existence or until a waiver of the relevant term has been received from the relevant third party.
- (e) For all assets and undertakings referred to in sub-paragraphs (i) and (ii) of paragraph (d) above, the Additional Chargor undertakes to apply for a consent or waiver of the relevant prohibition or condition which affects the charging of such asset as soon as reasonably practicable after the date of this Deed (or, as applicable, the creation of the relevant prohibition or condition to the extent arising after the date of this Deed, unless it has already used its commercially reasonable endeavours at the time of negotiation of the relevant contract, license, lease, instrument or other arrangement to avoid the inclusion of the relevant prohibition or condition or otherwise to limit its scope) and to use its commercially reasonable efforts to obtain such consent or waiver as soon as reasonably practicable provided that the Additional Chargor will not be required to jeopardize commercial relationships with third parties if it determines in good faith that such endeavours would jeopardize such relationships
- (f) Immediately upon satisfaction of the relevant condition or upon receipt of the relevant waiver or consent, or upon the relevant prohibition otherwise ceasing to apply, the formerly excluded assets or undertakings shall stand charged or assigned (as applicable) to the Collateral Agent and the Additional Chargor shall promptly deliver a copy of the relevant consent or waiver to the Collateral Agent
- (g) Where an asset is excluded from the Security as a result of paragraph (c) above, that Security shall (to the extent it would not breach the provisions of paragraph (c) above) operate as an assignment or charge of all proceeds and/or receivables (including damages and compensation) which the Additional Chargor derives from the relevant asset(s) that have been so excluded from such Security
- (h) The Collateral Agent holds the benefit of this Deed on trust for the Secured Parties
- (i) The fact that no or incomplete details of any Security Asset are inserted in the schedule to this Deed does not affect the validity or enforceability of this Security
- (j) The Additional Chargor

- (i) charges by way of a first legal mortgage all estates or interests in any Property owned by it and all rights under any licence or other agreement or document which gives the Additional Chargor a right to occupy or use such property, this includes any specified in Part 1 of the schedule to this Deed,
- (ii) charges (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any Property owned by it and all rights under any licence or other agreement or document which gives that Additional Chargor a right to occupy or use property,
- (iii) charges by way of a first legal mortgage (a) all shares in any Restricted Subsidiary owned by it or held by a nominee on its behalf (including any specified in Part 2 of the schedule to this Deed) and (b) all other shares, stocks, debentures, bonds, warrants, coupons or other securities and investments (including all Cash Equivalents) owned by it or held by any nominee on its behalf, other than in each case, stocks, shares or other investments held in any Subsidiary that is incorporated or organised under the laws of a jurisdiction other than England and Wales to the extent that such stocks, shares or investments are the subject of security created under a Collateral Document governed by the laws of such foreign jurisdiction,
- (iv) charges by way of a first fixed charge all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession, this includes any Plant and Machinery specified in Part 3 of the schedule to this Deed;
- (v) subject to any prior security and other rights (including but not limited to set off rights) in favour of any Account Bank which are created either by law or in the standard terms and conditions of such Account Bank (to the extent such terms and conditions have not been waived), charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Account and the debt represented by it, this includes any Accounts specified in Part 4 of the schedule to this Deed,
- (vi) assigns absolutely, subject to a proviso for reassignment on redemption, all amounts payable to it under or in connection with any contract or policy of insurance taken out by it (including in relation to assets that are also subject to this Security) or in which it has an interest and all of its rights in connection with those amounts, this includes all of its rights in respect of the agreements specified in Part 5 of the schedule to this Deed;
- (vii) charges (to the extent that they are not effectively assigned under subparagraph (ix) below) by way of first fixed charge all amounts and rights described in subparagraph (ix) below,
- (viii) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of
 - (A) its Relevant Contracts,
 - (B) any letters of credit issued in its favour, and
 - (C) any bill of exchange or other negotiable instrument held by it

- (ix) charges (to the extent that they do not fall within any other subparagraph of this paragraph (f) and are not effectively assigned under subparagraph (ix)) by way of first fixed charge all of its rights under each agreement and document to which it is a party,
- (x) charges by way of a first fixed charge all of its rights in respect of any material trademarks, including applications for the same, this includes all the trademarks (if any) specified in Part 6 of the schedule to this Deed, and
- (xi) charges by way of a first fixed charge
 - (A) any beneficial interest, claim or entitlement it has to any assets of any pension fund,
 - (B) its goodwill,
 - (C) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset,
 - (D) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in subparagraph (C) above, and
 - (E) its uncalled capital
- (k) The Additional Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Property registered at H M Land Registry

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the security agreement dated [] in favour of [] referred to in the charges register or their conveyancer (Standard form P)"
- (l) The Additional Chargor shall apply to the Chief Land Registrar on the prescribed Land Registry form for a notice to be entered on the Register of Title relating to any Property registered at H M Land Registry that there is an obligation to make further advances on the security of the registered charge

4. MISCELLANEOUS

With effect from the date of this Deed.

- (a) the Debenture 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), and
- (b) 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 1 (or any part of it) will include a reference to the schedule to this Deed (or relevant part of it)

5. LAW

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

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

SCHEDULE

Part 1

Real Property

Freehold/Leasehold

[]

Description

[]

Part 2
Shares

**Name of company in
which shares are held**

[]
[]

Class of shares held

[]
[]

Number of shares held

[]
[]

Part 3
Specific plant and machinery

Description

[]

SIGNATORIES (TO DEED OF ACCESSION)

The Additional Chargor

EXECUTED as a DEED by

[●]

acting by

and

)

) Director

)

)

) Director/Secretary

The Collateral Agent

EXECUTED as a DEED by

JPMORGAN CHASE BANK, N.A ,

as Collateral Agent

By _____

Name

Title

SIGNATORIES (to Debenture)

The Original Chargers

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

[REDACTED UNDER SR596 OF THE
COMPANIES ACT 2006]

) Patrick McCarter

Witness's signature.

[REDACTED UNDER SR596 OF THE
COMPANIES ACT 2006]

Name Stephanie Howser

Address 1001 Pennsylvania Ave., NW, Washington, D.C.

EXECUTED as a DEED by
DIAMOND MIDCO LIMITED
acting by
in the presence of:

[REDACTED UNDER S859G OF THE
COMPANIES ACT 2006]

) Patrick McCarter

Witness's signature:

[REDACTED UNDER S859G OF THE
COMPANIES ACT 2006]

Name Stephanie Howser

Address 1001 Pennsylvania Ave, NW, Washington, D.C.

EXECUTED as a DEED by
DIAMOND BIDCO LIMITED
acting by
in the presence of

REDACTED UNDER S859G OF THE
COMPANIES ACT 2006

Patrick McCarter

Witness's signature

REDACTED UNDER S859G OF
THE COMPANIES ACT 2006

Name. Stephanie Howser

Address 1001 Pennsylvania Ave, NW, Washington, D.C.

The Collateral Agent

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

By [REDACTED] UNDER S859G OF THE
COMPANIES ACT 2006

Name **Goh Siew Tan**
Title **Executive Director**

in the presence of

Witness's signature [REDACTED] UNDER
S859G OF THE
COMPANIES ACT 2006

Name TIMOTHY LEE

Address [REDACTED] UNDER S859G OF THE COMPANIES
ACT 2006