



Registration of a Charge

Company name: **CRF HEALTH TECHNOLOGIES LIMITED**

Company number: **09341444**



X7EPJTGB

Received for Electronic Filing: **17/09/2018**

Details of Charge

Date of creation: **05/09/2018**

Charge code: **0934 1444 0001**

Persons entitled: **WILMINGTON TRUST, NATIONAL ASSOCIATION**

Brief description: **PLEASE SEE INSTRUMENT FOR FURTHER DETAILS.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

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

Certified by:

PROSKAUER ROSE (UK) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9341444

Charge code: 0934 1444 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th September 2018 and created by CRF HEALTH TECHNOLOGIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th September 2018 .

Given at Companies House, Cardiff on 19th September 2018

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated

5 September 2018

between

THE CHARGORS LISTED HEREIN
as Initial Chargors

and

WILMINGTON TRUST, NATIONAL ASSOCIATION
as Security Agent

DEBENTURE

This Debenture is entered into subject to the terms of the Intercreditor Agreement and any
Acceptable Intercreditor Agreement

ROPES & GRAY

TABLE OF CONTENTS

| | Page |
|--|-------------|
| 1. DEFINITIONS AND INTERPRETATIONS..... | 1 |
| 2. COVENANT TO PAY | 7 |
| 3. CHARGING PROVISIONS | 7 |
| 4. PROTECTION OF SECURITY | 10 |
| 5. RIGHTS OF CHARGORS IN RESPECT OF BANK ACCOUNTS AND ASSIGNED AGREEMENTS..... | 14 |
| 6. CONTINUING SECURITY | 15 |
| 7. ENFORCEMENT OF SECURITY | 15 |
| 8. RECEIVERS..... | 17 |
| 9. APPLICATION OF PROCEEDS..... | 18 |
| 10. PROTECTION OF SECURITY AGENT AND RECEIVER | 19 |
| 11. POWER OF ATTORNEY | 20 |
| 12. PROTECTION FOR THIRD PARTIES | 21 |
| 13. DEFERRAL OF CHARGOR RIGHTS..... | 21 |
| 14. DISCHARGE CONDITIONAL..... | 21 |
| 15. RULING OFF | 22 |
| 16. REDEMPTION OF PRIOR CHARGES | 22 |
| 17. CHANGES TO PARTIES | 22 |
| 18. MISCELLANEOUS | 23 |
| 19. GOVERNING LAW AND JURISDICTION..... | 27 |
| SCHEDULE 1 THE INITIAL CHARGORS | 28 |
| SCHEDULE 2 MATERIAL PROPERTIES | 29 |
| SCHEDULE 3 SHARES | 30 |
| SCHEDULE 4 BANK ACCOUNTS..... | 31 |
| SCHEDULE 5 FORM OF NOTICES | 32 |
| SCHEDULE 6 FORM OF SECURITY ACCESSION DEED..... | 36 |
| 1. INTERPRETATION..... | 36 |

TABLE OF CONTENTS (continued)

| | Page |
|----------------------------------|-------------|
| 2. ACCESSION OF NEW CHARGOR..... | 36 |

THIS AGREEMENT is made on 5 September 2018 between the following parties:

- (1) **THE INITIAL CHARGORS** listed at Schedule 1 (*The Initial Chargors*);
- (2) **WILMINGTON TRUST, NATIONAL ASSOCIATION** as Administrative Agent for itself and the other Secured Parties (in such capacity, the “**Security Agent**”).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Debenture:

“**Acceding Chargor**” means any person which grants Security over its assets in favour of the Security Agent by executing a Security Accession Deed;

“**Acceptable Intercreditor Agreement**” means “Acceptable Intercreditor Agreement” as defined in the Second Lien Credit Agreement;

“**Acquisition Agreement**” means the “Purchase Agreement” as defined in the Second Lien Credit Agreement;

“**Administrative Agent**” means the “Administrative Agent” as defined in the Second Lien Credit Agreement;

“**Agreed Security Principles**” means the “Agreed Security Principles” as defined in the Second Lien Credit Agreement;

“**Assigned Agreements**” means the Acquisition Agreement and any other agreements which are designated as Assigned Agreements by the Borrower and the Security Agent;

“**Bank Accounts**” means current, deposit or other accounts opened or maintained by a Chargor in England and Wales from time to time, including as set out in Schedule 4 (*Bank Accounts*) and as specified in Schedule 3 of any relevant Security Accession Deed, including the debt or debts represented thereby and all Related Rights in each case, other than any such account that (x) contains (A) funds used or to be used to hold for payroll and payroll Taxes and other employee benefit payments to or for the benefit of the employees of any Holdings Entity or any member of the Group, (B) funds used or to be used to hold to pay any Taxes required to be collected, remitted or withheld (including U.S. federal and state withholding Taxes (including the employer’s share thereof)), (C) any other funds which any Loan Party holds as an escrow or fiduciary for the benefit of any third person and (y) is set forth in Schedule 1.01(e) (*Excluded Accounts*) of the Second Lien Credit Agreement;

“**Bidco**” means Buccaneer Bidco Limited;

“**Borrower**” means Bracket Intermediate Holding Corp;

“**Charged Property**” means the assets mortgaged, charged or assigned to the Security Agent by this Debenture and any Security Accession Deeds;

“Chargor” means each Initial Chargor together with any Acceding Chargor;

“Collateral Rights” means all rights, powers and remedies of the Security Agent provided by or pursuant to this Debenture or by law;

“Counterparty Notice” means a notice substantially in the form set out in Part 1 of Schedule 5 (*Forms of Notices*);

“Declared Default” means (i) the giving of notice by the Administrative Agent of the circumstances set forth in sub-clauses (i) and (ii) of clause (1) of Section 7.01 (*Events of Default*) of the Second Lien Credit Agreement or (ii) the occurrence of any of the circumstances set forth in the proviso to clause (1) of Section 7.01 (*Events of Default*) of the Second Lien Credit Agreement;

“Event of Default” means an “Event of Default” as defined in the Second Lien Credit Agreement;

“Excluded Assets” means the “Excluded Assets” as defined in the Second Lien Credit Agreement;

“Group” means the “Holdings Entities” as defined in the Second Lien Credit Agreement, the Borrower, CRF Health Group Limited, and their respective “Restrictive Subsidiaries” as defined in the Second Lien Credit Agreement;

“Immaterial Subsidiary” means “Immaterial Subsidiary” as defined in the Second Lien Credit Agreement;

“Indemnitee” means any “Indemnitee” as defined in the Second Lien Credit Agreement;

“Insurance Notice” means a notice substantially in the form set out in Part 2 of Schedule 5 (*Forms of Notices*);

“Insurance Policies” means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Chargor or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance;

“Intellectual Property” means:

- (a) “Copyright”, “Patent”, “Trademark”, each as defined in the Second Lien Credit Agreement;
- (b) (i) confidential and proprietary information that constitutes a “trade secret” under applicable law, including unpatented inventions, invention disclosures, engineering or other data, information, production procedures, knowhow, financial data, customer lists, supplier lists, business and marketing plans, processes, schematics, algorithms, techniques, analyses, proposals, source code, data, databases and data collections; (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past and future misappropriations or infringements thereof; (iii) all rights to sue for past, present

and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (iv) all rights corresponding to any of the foregoing; and

(c) computer programs, source code, object code and supporting documentation.

“Intercreditor Agreement” means the intercreditor agreement originally dated on _____ 2018, between, among others, Bracket Intermediate Holding Corp., as the Borrower, certain other entities defined therein as Holdings Entities, Jefferies Finance LLC as First Lien Credit Agreement Agent (as defined therein) and Wilmington Trust, National Association, as Second Lien Credit Agreement Agent (as defined therein);

“Investments” means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (including the Shares);
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in paragraphs (a) and (b) above,

in each case whether held directly by or to the order of a Chargor (now or in the future owned by it or (to the extent of its interest) in which or in the future it has an interest) or by any agent, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such agent, nominee, fiduciary or clearance system) provided that any Investments which are Excluded Assets shall not be subject to Security under this Debenture;

“Loan Document” means any “Loan Document” as defined in the Second Lien Credit Agreement;

“Lenders” means the “Lenders” as defined in the Second Lien Credit Agreement;

“Material Real Estate Asset” means any “Material Real Estate Asset” as defined in the Second Lien Credit Agreement;

“Material Subsidiary” means any Subsidiary which is not an Immaterial Subsidiary;

“Obligor” means each “Loan Party” as defined in the Second Lien Credit Agreement;

“Other Debts” means any book and other debts and monetary claims owing to a Chargor and any proceeds of such debts and claims now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, security, guarantees or indemnities of any kind (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which a Chargor is a party and any other assets, property, rights or undertaking of a Chargor);

“Real Property” means:

- (a) the freehold property specified in Schedule 2 (*Material Properties*) or in Schedule 1 of any relevant Security Accession Deed; and/or
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold property,

and includes all Related Rights provided that, for the avoidance of doubt, the following shall be excluded from the definition of Real Property for the purpose of this Debenture:

- (i) any leasehold real estate interest;
- (ii) any owned real estate interest which is not a Material Real Estate Asset; and
- (iii) any unregistered real property which, if it were to become subject to Security pursuant to the provisions of this Debenture would be required to be registered under the relevant land registry laws (provided that such real property shall only be excluded for so long as it remains unregistered);

“Receiver” means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property;

“Related Rights” means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights and benefits under any licence, assignment, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset;

“Second Lien Credit Agreement” means the Second Lien credit agreement dated _____ 2018 entered into between, among others, Bracket Intermediate Holding Corp. (as borrower), certain other holding companies defined therein as Holdings Entities, certain financial institutions defined therein as Lenders and the Security Agent in its capacity as Administrative Agent;

“Secured Obligations” means the “Secured Obligations” as defined in the Second Lien Credit Agreement;

“Secured Parties” means the Security Agent, the other “Secured Parties” as defined in the Second Lien Credit Agreement and any Receiver;

“Security” means any mortgage, charge (fixed or floating), pledge, lien or other security interest securing any obligation of any person and any other agreement entered into for the purpose and having the effect of conferring security;

“Security Accession Deed” means a deed executed by a member of the Group substantially in the form set out in Schedule 6 (*Form of Security Accession Deed*);

“Shares” means, in relation to a Chargor, all present and future shares owned by that Chargor in each Material Subsidiary and Obligor which is incorporated in England and Wales specified in Schedule 3 (*Shares*) and in Schedule 2 of any relevant Security Accession Deed; and

“Tangible Moveable Property” means any fixtures, fittings, plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of any Chargor’s stock in trade or work in progress) and all Related Rights now or in the future.

1.2 Construction

In this Debenture, unless a contrary intention appears, a reference to:

- (a) an “agreement” includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- (b) an “amendment” includes any amendment, supplement, variation, novation, modification, replacement or restatement and “amend”, “amending” and “amended” shall be construed accordingly;
- (c) “assets” includes present and future properties, revenues and rights of every description;
- (d) this “Debenture” includes, in respect of any Chargor (other than an Initial Chargor), any Security Accession Deed hereto;
- (e) “including” means including without limitation and “includes” and “included” shall be construed accordingly;
- (f) “losses” includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and “loss” shall be construed accordingly;
- (g) “person” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
- (h) “regulation” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and
- (i) a “Chargor” in relation to any Charged Property is, if that Chargor holds any right, title or interest in that Charged Property jointly with any other Chargor, a reference to those Chargors jointly.

1.3 Other References

- (a) In this Debenture, unless a contrary intention appears, a reference to:
 - (i) any Secured Party, Loan Party, Chargor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's (and any subsequent) successors in title, permitted assignees and transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents (and any subsequent successors) in accordance with the Second Lien Credit Agreement;
 - (ii) any Loan Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended, novated, varied, released, supplemented, extended, restated or replaced (in each case, however fundamentally), including by way of increase of the facilities or other obligations or addition of new facilities or other obligations made available under them or accession or retirement of the parties to these agreements but excluding any amendment or novation made contrary to any provision of any Loan Document;
 - (iii) any clause or schedule is a reference to, respectively, a clause of and schedule to this Debenture and any reference to this Debenture includes its schedules;
 - (iv) an Event of Default is "continuing" if it has not been remedied or waived; and
 - (v) a provision of law is a reference to that provision as amended or re-enacted.
- (b) The index to and the headings in this Debenture are inserted for convenience only and are to be ignored in construing this Debenture.
- (c) Words importing the plural shall include the singular and vice versa.

1.4 Incorporation by Reference

Unless otherwise defined in this Debenture, words and expressions defined in the Intercreditor Agreement or Second Lien Credit Agreement have the same meanings when used in this Debenture.

1.5 Third Party Rights

A person who is not a party to this Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Debenture.

1.6 Disposition of Property

The terms of the other Loan Documents and of any side letters between any Chargor and any Secured Party relating to the Secured Obligations are incorporated into each

other Loan Document to the extent required for any purported disposition of the Real Property contained in this Debenture to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.7 Permitted Transactions

Notwithstanding anything to the contrary in this Debenture, the terms of this Debenture shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step permitted or not prohibited by the Second Lien Credit Agreement and the Security Agent (acting at the written direction of the Required Lenders) shall promptly enter into such documentation and/or take such other action as is required by a Chargor (acting reasonably) in order to facilitate any such transaction, matter or other step, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document, provided that any costs and expenses incurred by the Security Agent entering into such documentation and/or taking such other action at the request of such Chargor pursuant to this Clause 1.7 (*Permitted Transactions*) shall be for the account of such Chargor, subject to clause Section 9.03 (*Expenses; Indemnity*) of the Second Lien Credit Agreement.

1.8 Implied Covenants for Title

The obligations of each Chargor under this Debenture shall be in addition to the covenants for title deemed to be included in this Debenture by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994.

2. COVENANT TO PAY

Subject to any limits on its liability specifically recorded in the other Loan Documents, each Chargor covenants as primary obligor and not only as surety with the Security Agent (for the benefit of itself and the other Secured Parties) that it will promptly on demand of the Security Agent pay to the Security Agent and discharge the Secured Obligations in accordance with the terms of the Loan Documents.

3. CHARGING PROVISIONS

3.1 Fixed Security

Subject to Clause 3.5 (*Excluded Assets*), each Chargor, as continuing security for the full payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) way of first legal mortgage, all Real Property in England and Wales vested in the Chargor on the date on which it becomes a party to this Debenture or a party to any relevant Security Accession Deed; and
- (b) by way of first fixed charge:
 - (i) all other estates, interests, rights and title from time to time in and to any Real Property (including that not effectively charged under Clause 3.1(a) above);

- (ii) all of its Investments;
- (iii) all its right, title and interest from time to time in and to all of its Intellectual Property;
- (iv) all of its Tangible Moveable Property;
- (v) all of its Other Debts and all rights and claims against third parties in respect of those Other Debts and all corresponding Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture;
- (vi) all its right, title and interest from time to time in and to its goodwill and rights in relation to the uncalled capital; and
- (vii) the Bank Accounts and Related Rights.

3.2 Assignment

Subject to Clause 3.5 (*Excluded Assets*), each Chargor assigns and agrees to assign absolutely with full title guarantee to the Security Agent as continuing security for the full payment of the Secured Obligations all its right, title and interest from time to time in and to the Insurance Policies and all Related Rights and the Assigned Agreements.

3.3 Floating Charge

- (a) As further continuing security for the full payment of the Secured Obligations, each Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights.
- (b) The floating charge created by Clause 3.3(a) above shall be deferred in point of priority to all fixed Security validly and effectively created by any Chargor under this Debenture as continuing security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.3 (*Floating Charge*).

3.4 Conversion of a Floating Charge

- (a) The Security Agent may (with the concurrence of, or at the written direction of the Required Lenders), by written notice to the Borrower, convert the floating charge created under this Debenture into a fixed charge with immediate effect as regards those assets which it specifies in the notice, if:
 - (i) a Declared Default has occurred and is continuing;
 - (ii) those assets are in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
 - (iii) it is necessary to do so in order to protect the priority of the Security created under this Debenture over those assets.

- (b) The floating charge created under this Debenture will automatically (without notice) and immediately be converted into a fixed charge over any asset charged under the floating charge created under this Debenture if:
- (i) any Chargor creates (or purports to create) any Security over such asset (other than to the extent not prohibited by the Loan Documents or with the prior consent of the Security Agent);
 - (ii) any person levies or attempts to levy any distress, execution or other legal process against such asset subject to the floating charge (provided that only the assets the subject of such process shall become subject to a fixed charge); or
 - (iii) that Chargor is, or is deemed to or declared for the purposes of any applicable law to be, unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors generally or any class of them (other than the Secured Parties) for the rescheduling of any of its financial indebtedness.

3.5 Excluded Assets

Unless otherwise expressly agreed in writing between the relevant Chargor and the Security Agent after the date on which it becomes a party to this Debenture, there shall be excluded from the Security created by this Clause 3 (*Charging Provisions*), from the other provisions of this Debenture and from the operation of any further assurance provisions contained in the Loan Documents:

- (a) any asset or undertaking which a Chargor is at any time prohibited from creating Security on or over by reason of any contract, licence, lease, instrument or other arrangement with a third party (including any asset or undertaking which a Chargor is precluded from creating Security on or over without the prior consent of a third party);
- (b) any asset or undertaking which, if subject to any such Security or the provisions of this Debenture, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of any member of the Group in respect of that asset or undertaking or require any member of the Group to take any action materially adverse to the interests of the Group or any member thereof;
- (c) any unregistered Real Property which, if subject to any such Security, would be required to be registered under the Land Registration Act 2002 (provided that such Real Property shall only be excluded for so long as it remains unregistered);
- (d) any Investment in (i) a joint venture (or other minority interest investment), (ii) any member of the Group which is not wholly owned by another member of the Group, (iii) any member of the Group which is not a Material Subsidiary or an Obligor;

- (e) any asset or undertaking subject to security in favour of a third party or any cash constituting regulatory capital or customer cash; and
- (f) any Excluded Asset.

Where an asset is excluded from the Security created by this Debenture as a result of paragraphs (a) to (g) above, the Security created by this Debenture shall (to the extent it would not breach the provisions of paragraphs (a) to (g) above) operate as a charge or assignment of all the proceeds and/or receivables which that Chargor derives from or is entitled to in respect of such relevant asset(s) that have been so excluded from such Security.

If at any time a Chargor notifies the Security Agent that an asset being subject to the Security created by this Clause 3 (*Charging Provisions*) or any other provision of this Debenture has a material adverse effect on the ability of the relevant member of the Group to conduct its operations and business as otherwise permitted by the Second Lien Credit Agreement or as otherwise excluded by virtue of this Clause 3 (*Charging Provisions*), the Security Agent (acting at the written direction of the Required Lenders) shall promptly enter into such documentation as is required by that Chargor in order to release that asset from the Security created by this Clause 3.5 (*Excluded Assets*) and the other provisions of this Debenture, provided that any costs and expenses incurred by the Security Agent entering into such documentation at the request of such Chargor pursuant to this Clause 3.5 (*Excluded Assets*) shall be for the account of such Chargor (subject to Section 9.03 (*Expenses; Indemnity*) of the Second Lien Credit Agreement). The Security Agent is entitled to rely absolutely and without any further investigation on any such notification from a Chargor.

4. PROTECTION OF SECURITY

4.1 Real Property: Delivery of Documents of Title

Each Chargor shall, if requested by the Security Agent, deliver (or procure delivery to the Security Agent of), and the Security Agent shall be entitled to hold and retain, all deeds, certificates and other documents (if any) constituting or evidencing title relating to any material freehold property owned by that Chargor and subject to the Security created by paragraph (a) or 3.1(b)(i) of Clause 3.1 (*Fixed Security*).

4.2 The Land Registry

- (a) In the case of any material Real Property subject to the Security created by paragraph (a) or 3.1(b)(i) of Clause 3.1 (*Fixed Security*) acquired by or on behalf of a Chargor after the execution of this Debenture and title to which is or will be registered under the Land Registration Act 2002, that Chargor shall, if requested by the Security Agent, promptly notify (and in any event within 10 Business Days of request) the Security Agent in writing of the title number(s) and, contemporaneously with the making of an application to the Land Registry for the registration of that Chargor as the Registered Proprietor of such property, at the request of the Security Agent apply to the Land Registry to enter an agreed notice of any mortgage on the Charges Register of such property. For the avoidance of doubt, the Security Agent shall not be liable to any party for the failure by a Chargor to perfect any Security.

- (b) Each Chargor consents and agrees to an application being made to enter a restriction in the Proprietorship Register of any registered land at any time subject to the Security created by paragraphs (a) and 3.1(b)(i) of Clause 3.1 (*Fixed Security*) and forming a material part of the Charged Property, using the prescribed Land Registry form and in the following or substantially similar terms:

“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of [●] as Security Agent referred to in the charges register.”

4.3 Bank Accounts

- (a) Each Initial Chargor shall set out in Schedule 4 (*Bank Accounts*) and each other Chargor shall set out in the applicable schedule to its Security Accession Deed, details of each material operating Bank Account maintained by it with any bank or financial institution (other than with the Security Agent) as at such date.
- (b) If requested by the Security Agent at any time following the occurrence of a Declared Default which is continuing, each Chargor shall promptly deliver to the Security Agent details of any material operating Bank Account opened by it with any bank or financial institution (other than with the Security Agent) since the date on which it becomes a party to this Debenture or, as applicable, the Security Accession Deed or, as the case may be, since the date of the last request made by the Security Agent pursuant to this paragraph (b)).
- (c) Each Chargor shall prior to the occurrence of a Declared Default which is continuing be entitled to receive, withdraw or otherwise deal with or transfer any credit balance from time to time on any Bank Account and shall be entitled to deal with such Bank Account in any manner not prohibited by the Loan Documents.
- (d) Following the occurrence of a Declared Default which is continuing, at any time prior to the Termination Date, no Chargor shall be entitled to receive, withdraw or otherwise deal with or transfer any credit balance from time to time on any Bank Account except with the prior consent of the Security Agent.
- (e) The Security Agent shall, following the occurrence of a Declared Default which is continuing, at any time when there are Secured Obligations outstanding, be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 9 (*Application of Proceeds*).

4.4 Insurance Policies

- (a) In relation to any Insurance Policy, promptly upon a written request of the Security Agent (which may only be given after the occurrence of a Declared Default which is continuing), each Chargor shall duly execute and deliver to the

other parties to the Insurance Policy (or procure delivery of) a notice in the form set out in Part 2 of Schedule 5 (*Forms of Notices*).

- (b) The Security Agent shall not be entitled to give any notice referred to in paragraph 2 of the Insurance Notice unless and until a Declared Default has occurred and is continuing.
- (c) Each Chargor shall use reasonable endeavours to procure that each counterparty acknowledges the notice given pursuant to Clause 4.4(a) or Clause 4.4(b) above by countersigning a copy of it and delivering that copy to the Security Agent within twenty (20) Business Days of service of such notice, provided that if the relevant Chargor has not been able to obtain acknowledgement any obligation to comply with this Clause 4.4(c) shall cease 20 Business Days following the date of service of the relevant notice.
- (d) Each Chargor shall, if required by the Security Agent at any time following the occurrence of a Declared Default which is continuing, use reasonable endeavours to cause each Insurance Policy held in the name of that Chargor and relating to material assets forming part of the Charged Property (other than any Insurance Policy which has been the subject of a notice pursuant to paragraph (a) above) to contain (in form and substance reasonably satisfactory to the Security Agent) an endorsement naming the Security Agent as sole loss payee in respect of all claims arising under such policy or policies until such time as the Security Agent notifies the insurer(s) to the contrary.
- (e) Each Chargor shall, if required by the Security Agent at any time following the occurrence of a Declared Default which is continuing (but subject to the provisions of any lease of the Charged Property and any other applicable restrictions), deposit all Insurance Policies held in the name of that Chargor and relating to material assets forming part of the Charged Property with the Security Agent.

4.5 Assigned Agreements

- (a) Each Chargor will:
 - (i) in relation to the Acquisition Agreement, as soon as reasonably practicable but in any event within ten (10) Business Days after the execution of this Debenture or if later, execution of the Acquisition Agreement; and
 - (ii) in respect of any other Assigned Agreement designated by Bidco and the Security Agent as such after the date of this Debenture, as soon as reasonably practicable and in any event within ten (10) Business Days of such designation,

give notice to the other parties to the Assigned Agreement that it has assigned or charged its right under the relevant agreement to the Security Agent under this Debenture. Such notice will be a Counterparty Notice. Each relevant Chargor shall use reasonable endeavours to procure that such counterparty signs and delivers to the Security Agent an acknowledgement substantially in the

form set out in the Counterparty Notice within twenty (20) Business Days after the delivery of the Counterparty Notice, provided that, if the relevant Chargor has not been able to obtain acknowledgement any obligation to comply with this Clause 4.5(a) shall cease 20 Business Days following the date of service of the relevant notice.

- (b) Each Chargor shall remain liable to perform all its obligations under each Assigned Agreement to which it is a party. Neither the Security Agent, any Receiver nor any Delegate shall be under any obligation or liability to a Chargor or any other person under or in respect of an Assigned Agreement.
- (c) The Security Agent shall not be entitled to give any notice referred to in paragraph 2 of the Counterparty Notice, unless and until a Declared Default has occurred and is continuing.
- (d) At any time following the occurrence of a Declared Default which is continuing, each Chargor shall promptly upon request by the Security Agent deliver to it, and the Security Agent shall be entitled to hold, executed copies of each Assigned Agreement to which it is a party and shall promptly deliver such other documents relating to the Assigned Agreements as the Security Agent requires.

4.6 Voting and Distribution Rights

- (a) Prior to the occurrence of a Declared Default which is continuing:
 - (i) each Chargor shall be entitled to receive and retain all dividends, distributions and other monies paid or payable on or derived from its Investments; and
 - (ii) each Chargor shall be entitled to take all steps and exercise (or refrain from exercising) all rights, powers and discretion (including voting rights) attaching to its Investments and to deal with, receive, own and retain all assets and proceeds in relation thereto without restriction or condition, provided that, any step or exercise does not materially adversely affect the validity or enforceability of the security created under this Debenture or over such Investments or cause an Event of Default.
- (b) The Security Agent may, at its discretion (with the concurrence of or at the written direction of the Required Lenders), following the occurrence of a Declared Default which is continuing (in the name of a Chargor or otherwise and without any further consent or authority from any Chargor):
 - (i) exercise (or refrain from exercising) any voting rights in respect of any Investments;
 - (ii) apply all dividends, interest and other monies arising from any Investments in accordance with Clause 9 (*Application of Proceeds*);
 - (iii) transfer any Investments into the name of such nominee(s) of the Security Agent as it shall require; and

- (iv) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of any Investments,

in such manner and on such terms as the Security Agent may think fit, and the proceeds of any such action shall form part of the Charged Property.

- (c) Following the occurrence of a Declared Default which is continuing, each Chargor shall promptly on the request of the Security Agent (and in any event within 10 Business Days of request), deliver (or procure delivery) to the Security Agent, and the Security Agent shall be entitled to retain, all of the Investments and any certificates and other documents of title representing the Investments (if any) to which that Chargor (or its nominee(s)) is or becomes entitled together with any other document which the Security Agent may reasonably request (in such form and executed as the Security Agent may reasonably require) with a view to perfecting or improving its security over the Investments or to registering any Investment in its name or the name of any nominee(s).
- (d) Each Chargor will as soon as reasonably practicable after the date of this Debenture (or as the case may be, the date of its execution of a Security Accession Deed as applicable) deposit with the Security Agent (or as it shall direct) all share certificates relating to the applicable Shares together with stock transfer forms executed in blank and left undated on the basis that the Security Agent shall be able to hold such certificates and stock transfer forms until the Security created under this Debenture has been released in accordance with Clause 18.5 (*Termination or Release*) and shall be entitled at any time following the occurrence of a Declared Default which is continuing to complete, under its power of attorney given in this Debenture, the stock transfer forms on behalf of the relevant Chargor in favour of itself or such other person as it shall select, provided that the Security Agent shall be obliged to return such share certificates on request of the relevant Chargor if required to effect a transaction, matter or other step permitted or not prohibited by the Loan Documents.

4.7 Intellectual Property

At any time following the occurrence of a Declared Default which is continuing, each Chargor shall promptly upon request by the Security Agent deliver to it, and the Security Agent shall be entitled to hold, such documents relating to that Chargor's Intellectual Property as the Security Agent requires.

5. RIGHTS OF CHARGORS IN RESPECT OF BANK ACCOUNTS AND ASSIGNED AGREEMENTS

Notwithstanding anything to the contrary set out in this Debenture, until the occurrence of a Declared Default which is continuing (or such later date as provided by this Debenture), each Chargor shall continue to:

- (a) have the sole right (i) to deal with any Insurance Policy, Bank Account, Assigned Agreement or Other Debts and all contractual counterparties in respect thereof, and (ii) to amend, waive or terminate (or allow to lapse) any rights, benefits and/or obligations in respect of such Charged Property, in each

case without reference to any Secured Party, in each case subject only to the terms of the Second Lien Credit Agreement; and

- (b) operate and transact business in relation to any Insurance Policy, Bank Account, Assigned Agreement or Other Debt, including making withdrawals from and effecting closures of the Bank Accounts, other than to the extent agreed to be restricted pursuant to the Second Lien Credit Agreement.

6. CONTINUING SECURITY

6.1 Continuing Security

The Security constituted by this Debenture shall remain in full force and effect as a continuing security for the Secured Obligations notwithstanding any intermediate payment, discharge, satisfaction or settlement of all or any part of the Secured Obligations or any other act, matter or thing.

6.2 Other Security

The Security constituted by this Debenture is to be cumulative, in addition to and independent of, and shall neither be merged into nor in any way exclude or prejudice or be affected by, any other Security or other right which the Security Agent and/or any other Secured Party may now or after the date of this Debenture or the date of a Security Accession Deed hold for any of the Secured Obligations and the Security may be enforced against each Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party.

6.3 Negative Pledge

Each Chargor undertakes that it will not, and each Chargor will ensure that none of its Subsidiaries will, create or agree to create or permit to subsist any Lien on or over the whole or any part of its undertaking or assets (present or future) except for Liens which are permitted under the Second Lien Credit Agreement and other transactions permitted or not prohibited under the Second Lien Credit Agreement.

7. ENFORCEMENT OF SECURITY

7.1 Enforcement Powers

For the purpose of all rights and powers implied or granted by statute, the Secured Obligations are deemed to have fallen due, in respect of the Initial Chargors, on the date of this Debenture, and, in respect of other Chargors, on the date of execution of the Security Accession Deed (the “**Relevant Date**”). The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this Debenture shall arise on the Relevant Date and shall be immediately exercisable at any time after a Declared Default has occurred and is continuing when the Security Agent may, without notice to the relevant Chargor or prior authorisation from any court, in its absolute discretion, but at all times in accordance with the terms of the other Loan Documents, enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property.

7.2 Statutory Powers

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the Security created under this Debenture, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this Debenture, those contained in this Debenture shall prevail.

7.3 Powers of Leasing

At any time after the Security created under this Debenture has become enforceable, the Security Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

7.4 Exercise of Powers

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Debenture, and all or any of the rights and powers conferred by this Debenture on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to any Chargor at any time after a Declared Default has occurred and is continuing, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

7.5 Disapplication of Statutory Restrictions

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the Security constituted by this Debenture.

7.6 Right of Appropriation

To the extent that any of the Charged Property constitutes “financial collateral” and this Debenture and the obligations of the Chargors hereunder constitute a “security financial collateral arrangement” (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the “**Regulations**”)), the Security Agent shall at any time following the occurrence of a Declared Default which is continuing have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be (a) in the case of cash, the amount standing to the credit of each of the Bank Accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised and (b) in the case of Investments, the market price of such Investments determined by the Security Agent (acting reasonably) by reference to a public index or by such other process as the Security Agent may reasonably select, including independent valuation. In each case, the parties agree that the method of valuation provided for in this Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

7.7 Fixtures

At any time following a Declared Default which is continuing, the Security Agent may sever any fixtures from the property to which they are attached and sell them separately from that property.

8. RECEIVERS

8.1 Appointment of Receiver or Administrator

- (a) Subject to paragraph (c) below, at any time after a Declared Default has occurred and is continuing, or if so requested by the relevant Chargor, the Security Agent may by writing under hand signed by any officer or manager of the Security Agent, appoint:
 - (i) any person (or persons) to be a Receiver of all or any part of the Charged Property;
 - (ii) appoint two or more Receivers of separate parts of the Charged Property;
 - (iii) remove (so far as it is lawfully able) any Receiver so appointed;
 - (iv) appoint another person(s) as an additional or replacement Receiver(s); or
 - (v) appoint one or more persons to be an administrator of the relevant Chargor.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Debenture.
- (c) At any time after a Declared Default has occurred and is continuing, the Security Agent (with the concurrence of, or at the written direction of the Required Lenders) shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act 1986.

8.2 Powers of Receiver

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of any Chargor) have and be entitled to exercise, in relation to the Charged Property (and any assets of any Chargor which, when got in, would be Charged Property) in respect of which he was appointed, and as varied and extended by the provisions of this Debenture (in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of that Chargor):

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);

- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which the relevant Chargor itself could do or omit to do; and
- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of the relevant Chargor) which seem to the Receiver to be incidental or conducive to (i) any of the functions, powers, authorities or discretions conferred on or vested in him or (ii) the exercise of the Collateral Rights (including realisation of all or any part of the Charged Property) or (iii) bringing to his hands any assets of the relevant Chargor forming part of, or which when got in would be, Charged Property.

8.3 Receiver as Agent

Each Receiver appointed under this Debenture shall be the agent of the relevant Chargor, which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver.

8.4 Removal of Receiver

The Security Agent may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

8.5 Remuneration of Receiver

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it.

8.6 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Debenture (unless the document appointing such Receiver states otherwise).

9. APPLICATION OF PROCEEDS

9.1 Order of Application

Subject to the Intercreditor Agreement and each applicable Acceptable Intercreditor Agreement, all moneys received or recovered by the Security Agent or any Receiver pursuant to this Debenture shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner set forth in Section 2.18(b) (*Payments Generally; Allocation of Proceeds; Sharing of Payments*) of the Second Lien Credit Agreement.

9.2 Insurance Proceeds

If a Declared Default has occurred and is continuing, all moneys received by virtue of any insurance maintained or effected in respect of the Charged Property shall be paid to the Security Agent (or, if not paid by the insurers directly to the Security Agent, shall be held on trust for the Security Agent) and shall, at the option of the Security Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost or (except in the case of leasehold premises) in reduction of the Secured Obligations.

9.3 Section 109 Law of Property Act 1925

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Debenture.

9.4 Application against Secured Obligations

Subject to Clause 9.1 (*Order of Application*) above, any moneys or other value received or realised by the Security Agent from a Chargor or a Receiver under this Debenture may be applied by the Security Agent to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Security Agent may determine.

10. PROTECTION OF SECURITY AGENT AND RECEIVER

10.1 No Liability

Neither the Security Agent nor any Receiver shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his gross negligence or wilful misconduct.

10.2 Possession of Charged Property

Without prejudice to Clause 10.1 (*No Liability*) above, if the Security Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Property to which a mortgagee or mortgagee in possession might otherwise be liable and may at any time at its discretion go out of such possession.

10.3 Delegation

Without prejudice to delegation by the Security Agent permitted under the Second Lien Credit Agreement, following a Declared Default which is continuing and subject to the terms of the Second Lien Credit Agreement, the Security Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this Debenture to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit and the Security Agent may pass confidential information to any such delegate. The Security Agent will not be liable or responsible to any Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate.

10.4 Cumulative Powers

The powers which this Debenture confers on the Security Agent, the other Secured Parties and any Receiver appointed under this Debenture are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Security Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Security Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

10.5 Indemnity

Each Chargor hereby agrees that it shall indemnify the Indemnitees, as, and to the extent, set forth in Section 9.03(b) (*Expenses; Indemnity*) of the Second Lien Credit Agreement.

10.6 The Security Agent

- (a) The Security Agent has been appointed as collateral agent and administrative agent for the Lenders under this Debenture pursuant to Article 8 (*The Administrative Agent*) of the Second Lien Credit Agreement. It is expressly understood and agreed by the parties to this Debenture that any authority conferred upon the Security Agent hereunder is subject to the terms of the delegation of authority made by the Lenders to the Security Agent pursuant to the Second Lien Credit Agreement, and that the Security Agent has agreed to act (and any successor Security Agent shall act) as such hereunder only on the express conditions contained in such Article 8 (*The Administrative Agent*). Any successor Security Agent appointed pursuant to Article 8 (*The Administrative Agent*) of the Second Lien Credit Agreement shall be entitled to all the rights, interests and benefits of the Security Agent under this Debenture.
- (b) By accepting the benefits of this Debenture and any other Loan Document, the Security Agent and each other Secured Party expressly acknowledges and agrees that this Debenture and each other Loan Document may be enforced only by the action of the Security Agent, and that each Secured Party shall not have any right individually to seek to enforce or to enforce this Debenture or to realise upon the Security granted under this Debenture, it being understood and agreed that such rights and remedies may be exercised by the Security Agent for the benefit and on behalf of the Secured Parties upon the terms of this Debenture and the other Loan Documents.

11. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed at any time after the occurrence of a Declared Default which is continuing to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement,

instrument, act or thing which is expressly required to execute and do under the terms of this Debenture, or which may be required to enable the exercise of any rights or powers conferred on the Security Agent or any Receiver under this Debenture or by law or otherwise for any of the purposes of this Debenture, and each Chargor covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed (or purported to be made, done or executed) by that attorney.

12. PROTECTION FOR THIRD PARTIES

12.1 No Obligation to Enquire

No purchaser from, or other person dealing with, the Security Agent or any Receiver (or their agents) shall be obliged or concerned to enquire whether:

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this Debenture has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such powers; or
- (b) any of the Secured Obligations remain outstanding and/or are due and payable or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

12.2 Receipt Conclusive

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Security Agent or any Receiver.

13. DEFERRAL OF CHARGOR RIGHTS

Until such time as the Secured Obligations have been discharged in full, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Debenture:

- (a) to be indemnified by any Obligor;
- (b) to claim any contribution from any guarantor of any Obligor's obligations under this Debenture; and/or

to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or Security taken pursuant to, or in connection with, this Debenture by any Secured Parties.

14. DISCHARGE CONDITIONAL

If any settlement, discharge or release is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this Debenture will continue or be reinstated as if

the settlement, discharge or release had not occurred and any Security the subject of the discharge will continue or be reinstated as if that settlement, discharge or release had not occurred.

15. RULING OFF

If the Security Agent or any other Secured Party receives notice or is deemed to have received notice of any subsequent Security or other interest affecting all or any part of the Charged Property or any assignment or transfer of the Charged Property (in each case, except as permitted by the Second Lien Credit Agreement) it may open a new account for the relevant Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to the relevant Chargor), as from the time it receives that notice, all payments made by or on behalf of the relevant Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the relevant Chargor and not as having been applied in reduction of the Secured Obligations as at the time the relevant notice was received or deemed to have been received.

16. REDEMPTION OF PRIOR CHARGES

The Security Agent may with the concurrence of, and shall, at the written direction of the Required Lenders, at any time after a Declared Default has occurred and is continuing, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Chargor. Each Chargor will, upon a demand made in writing to it, pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

17. CHANGES TO PARTIES

17.1 Assignment by the Security Agent

The Security Agent may at any time assign or otherwise transfer all or any part of its rights and obligations under this Debenture in accordance with the Loan Documents. The Security Agent shall be entitled to disclose such information concerning each Chargor and this Debenture (i) as the Security Agent considers appropriate to any actual or proposed direct or indirect successor, (ii) to any other Secured Party or (iii) to any person to whom information may be required to be disclosed by any applicable law, in each case, in accordance with the Second Lien Credit Agreement. None of the rights and obligations of any Chargor under this Debenture shall be capable of being assigned or transferred except in a transaction permitted by the Second Lien Credit Agreement.

17.2 Changes to Parties

Each Chargor authorises and agrees to changes to parties under Section 9.05 (*Successors and Assigns*) of the Second Lien Credit Agreement and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

17.3 Consent of Chargors

Each Chargor consents to other members of the Group becoming Chargors by way of execution of a Security Accession Deed and irrevocably appoints Bidco as its agent for the purpose of executing any Security Accession Deed on its behalf.

18. MISCELLANEOUS

18.1 Certificates Conclusive

A certificate or determination of the Security Agent as to any amount payable under this Debenture will be conclusive and binding on each Chargor, except in the case of manifest error.

18.2 Counterparts

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

18.3 Invalidity of any Provision

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

18.4 Failure to Execute

Failure by one or more parties (“**Non-Signatories**”) to execute this Debenture on the date hereof or the date of the Security Accession Deed will not invalidate the provisions of this Debenture as between the other parties who do execute this Debenture. Such Non-Signatories may execute this Debenture on a subsequent date and will thereupon become bound by its provisions.

18.5 Termination or Release

- (a) This Debenture shall continue in effect until the Termination Date and the Security created by each Chargor hereunder shall be automatically released and each relevant Chargor shall be automatically released from its obligations hereunder in the circumstances described in Article 8 (*The Administrative Agent*) or Section 9.22 (*Release of Guarantors*) of the Second Lien Credit Agreement, as applicable.
- (b) In connection with any termination or release pursuant to paragraph (a) above, the Security Agent shall promptly execute (if applicable) and deliver to any Chargor, at such Chargor’s request, any documents of title, share certificates, stock transfer forms or any other similar documents or evidence in respect of Security that such Chargor shall reasonably request to evidence and/or effectuate such termination or release and deliver to such Chargor any Security held by the Security Agent in accordance with the terms of this Debenture provided that any release documents shall be in form and substance reasonably satisfactory to the Security Agent and provided further that, if reasonably requested by the Security Agent in connection with the delivery of such

termination or release documents in connection with a transaction or series of related transactions described in clause (a) of the first sentence of Section 9.22 (*Release of Guarantors*) of the Second Lien Credit Agreement, the Borrower shall deliver to the Security Agent a certificate of a Responsible Officer certifying that the relevant transaction or series of related transactions was or will be permitted under the Second Lien Credit Agreement (and the Secured Parties, by accepting the benefits hereof, hereby authorize and direct the Security Agent to conclusively rely on such certificate in performing its obligations hereunder).

- (c) Any execution and delivery of documents pursuant to this Clause 18.5 (*Termination or Release*) shall be without recourse to or representation or warranty by the Security Agent or any other Secured Party (other than as to the Security Agent's authority to execute and deliver such documents). The Borrower shall reimburse the Security Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Clause 18.5 (*Termination or Release*) pursuant to and to the extent required by Section 9.03(a) (*Expenses; Indemnity*) of the Second Lien Credit Agreement.
- (d) The Security Agent shall have no liability whatsoever to any other Secured Party as the result of any release of any Security by it in accordance with (or which the Security Agent in good faith believes to be in accordance with) the terms of this Clause 18.5 (*Termination or Release*).

18.6 Override

- (a) Notwithstanding any provision of this Debenture, the Security granted in favour of the Security Agent for the benefit of the Secured Parties pursuant to this Debenture and the exercise of any right or remedy by the Security Agent and the other Secured Parties with respect to any Security created pursuant to this Debenture are subject to the provisions of the Intercreditor Agreement and each applicable Acceptable Intercreditor Agreement. In the event of a conflict between the provisions of the Intercreditor Agreement (or any applicable Acceptable Intercreditor Agreement) and this Debenture, the provisions of the Intercreditor Agreement (or such Acceptable Intercreditor Agreement, as applicable) shall prevail.
- (b) Notwithstanding anything contained in this Debenture to the contrary, prior to the discharge of the First Lien Obligations (as such term is defined in the Intercreditor Agreement):
 - (i) the requirements of this Debenture to deliver any documents of title, share certificates, stock transfer forms or any other similar or related documents or evidence in respect of Security to the Security Agent or any related obligation with respect to the delivery, transfer, control or provision of voting rights with respect to the Shares shall be deemed satisfied by the delivery, transfer, control or provision of voting rights in favour of the First Lien Agent as bailee for the Security Agent in accordance with the provisions of the Intercreditor Agreement (for the

avoidance of doubt this clause 18.6(b)(i) shall not apply to any documentation relating to Assigned Agreements); and

- (ii) the Security Agent agrees that:
 - (A) no Chargor shall be required to take or refrain from taking any action required to be taken by such Chargor pursuant to this Debenture or at the request of the Security Agent with respect to the Security if such action or inaction would be inconsistent with the Intercreditor Agreement; and
 - (B) that the representations, warranties and undertakings of each Chargor under this Debenture shall be deemed to be modified to the extent necessary to give effect to paragraph (b)(ii)(A) above.

18.7 PSC Undertaking

- (a) Each Chargor shall promptly and within the prescribed timeframe:
 - (i) comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from any company incorporated in the United Kingdom whose shares are the subject of the Charged Property;
 - (ii) notify the Security Agent of its intention to issue, or its receipt of, any “warning notice” or “restrictions notice” (in each case as defined in Schedule 1B of the Companies Act 2006) and provide to the Security Agent a copy of any such “warning notice” or “restrictions notice”; and
 - (iii) provide to the Security Agent a copy of the response sent/received in respect of such notice.
- (b) For the purposes of withdrawing any “restrictions notice” (as defined in Schedule 1B of the Companies Act 2006) or for any application to the court under Schedule 1B of the Companies Act 2006, the relevant Chargor shall (and shall ensure that the relevant members of the Group will) provide such assistance as the Security Agent may reasonably request in respect of any shares which are the subject of the Charged Property and provide the Security Agent with all information, documents and evidence that it may reasonably request in connection with the same.
- (c) Notwithstanding any other provision of this Debenture, no breach of this Clause 18.7 shall occur in circumstances where such breach would not reasonably be expected to have a Material Adverse Effect.

18.8 PSC Representation

- (a) Each Initial Chargor confirms, as of the date of this Debenture, and each Acceding Chargor confirms, as of the date of the Security Accession Deed to which it is a party, that:
 - (i) it has not issued and does not intend to issue any “warning notice” or “restrictions notice” (in each case as defined in Schedule 1B of the

Companies Act 2006) in respect of any shares which are the subject of the Charged Property;

- (ii) no "warning notice" or "restrictions notice" (in each case as defined in Schedule 1B of the Companies Act 2006) has been issued in respect of any shares which are the subject of the Charged Property; and
- (iii) the copy of its "PSC register" (within the meaning of section 790C(10) of the UK Companies Act 2006) delivered to the Security Agent is correct, complete and has not been amended or superseded as of the date of this Debenture
- (iv) Notwithstanding any other provision of this Debenture, no breach of this Clause 18.8 shall occur in circumstances where such breach would not reasonably be expected to have a Material Adverse Effect.

18.9 Authorisation to File Financing Statements; Ratification

- (a) Each Chargor hereby:
 - (i) authorises the Security Agent to file:
 - (A) all financing statements (including fixture filings) and amendments thereto with respect to the Security naming such Chargor as debtor and the Security Agent as secured party, in form appropriate for filing under the UCC of the relevant jurisdiction; and
 - (B) filings with the United States Patent and Trademark Office and the United States Copyright Office (including any Intellectual Property Security Agreement or Intellectual Property Security Agreement Supplement) for the purpose of perfecting, enforcing, maintaining or protecting any Security created in favour of the Security Agent in United States issuances of, registrations for, or applications for registration of Patents, Trademarks and Copyrights (in each case, to the extent constituting Security) and naming such Chargor as debtor and the Security Agent as secured party; and
 - (ii) subject to the terms of the Loan Documents, agrees to take such other actions, if required in connection with Clauses 18.9(a)(i)(A) and 18.9(a)(i)(B) above, as may from time to time be necessary or otherwise reasonably requested by the Security Agent (and authorises the Security Agent to take any such other actions, which it has no obligation to take) in order to establish and maintain a valid, enforceable (subject to the Legal Reservations) and perfected security interest in the Security. The Chargors shall pay any applicable filing fees, recordation fees and related expenses relating to their Security in accordance with and subject to the limitations under Section 9.03(a) of the Second Lien Credit Agreement.

- (b) Any financing statement filed by the Security Agent may be filed in any filing office in any applicable UCC jurisdiction and may (i) indicate the Security (A) as “all assets” of the applicable Chargor or words of similar effect, regardless of whether any particular asset comprised in the Security falls within the scope of Article 9 of the UCC of such jurisdiction, or (B) by any other description which reasonably approximates the description contained in this Debenture and (ii) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including in each case to the extent applicable, whether the Chargor is an organisation, the type of organisation and any organisation identification number issued to the Chargor.

19. GOVERNING LAW AND JURISDICTION

19.1 Governing Law

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

19.2 Jurisdiction

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or the consequences of its nullity or any non-contractual obligation arising out of or in connection with this Debenture (a “Dispute”)).

19.3 Convenient Forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

19.4 Exclusive Jurisdiction

This Clause 19 (*Governing Law and Jurisdiction*) is for the benefit of the Security Agent only. As a result and notwithstanding Clause 19.2 (*Jurisdiction*) and Clause 19.3 (*Convenient Forum*), it does not prevent the Security Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof this Debenture has been duly executed as a deed on the date first above written.

SCHEDULE 1
THE INITIAL CHARGORS

| Name of Initial Chargor | Registered Number | Registered Address |
|---------------------------------|--------------------------|--|
| Buccaneer Midco Limited | 11463916 | The Blade 11th Floor Abbey Square, Reading, Berkshire, United Kingdom, RG1 3BE |
| Buccaneer Bidco Limited | 11463928 | The Blade 11th Floor Abbey Square, Reading, Berkshire, United Kingdom, RG1 3BE |
| CRF Health Group Limited | 09339823 | Brook House 3rd Floor 229 - 243 Shepherds Bush Road Hammersmith, London, W6 7AN |
| CRF Health Technologies Limited | 09341444 | Brook House 3rd Floor 229 - 243 Shepherds Bush Road Hammersmith, London, W6 7AN |
| SPV Chelsea 3 Limited | 10968718 | Brook House 3rd Floor 229 - 243 Shepherds Bush Road, London, United Kingdom, W6 7AN |
| CRF Health Management Limited | 09288769 | Brook House 3rd Floor 229 - 243 Shepherds Bush Road Hammersmith, London, W6 7AN |

SCHEDULE 2
MATERIAL PROPERTIES

Registered Land

| Chargor | County and District (or London Borough) | Address or description | Freehold | Title No: |
|----------------|--|-------------------------------|-----------------|------------------|
| None | | | | |

**SCHEDULE 3
SHARES**

| Name of Chargor which holds the shares | Name of company issuing shares | Number and class |
|---|---------------------------------------|---|
| Buccaneer Midco Limited | Buccaneer Bidco Limited | 1 Ordinary Share |
| Buccaneer Bidco Limited | CRF Health Group Limited | 821,908 A Ordinary Shares 175,000 B Ordinary Shares 1,230 C Ordinary Shares |
| CRF Health Group Limited | CRF Health Technologies Limited | 131 Ordinary Shares 2,982,604 A Preference Shares |
| SPV Chelsea 3 Limited | CRF Health Management Limited | 644,322 Preference Shares |

SCHEDULE 4
BANK ACCOUNTS

| | |
|-----------------------|-------------------------------|
| Bank | Danske bank London branch |
| Account name: | CRF Health Management Limited |
| IBAN: | [REDACTED] |
| BIC/SWIFT: | [REDACTED] |
| Account Number | [REDACTED] |
| Sort Code | 301281 |

| | |
|-----------------------|-------------------------------|
| Bank | Danske bank London branch |
| Account name: | CRF Health Management Limited |
| IBAN: | [REDACTED] |
| BIC/SWIFT: | [REDACTED] |
| Account Number | [REDACTED] |

| | |
|----------------------|-------------------------------|
| Bank | NatWest Regent Street Branch |
| Account name: | CRF Health Management Limited |
| IBAN: | [REDACTED] |
| BIC/SWIFT: | [REDACTED] |

| | |
|-----------------------|-------------------------------|
| Bank | NatWest Regent Street Branch |
| Account name: | CRF Health Management Limited |
| IBAN: | [REDACTED] |
| BIC/SWIFT: | [REDACTED] |
| Account Number | [REDACTED] |

SCHEDULE 5
FORM OF NOTICES

Part 1: Form of Counterparty Notice

To: [insert name and address of counterparty]

Dated: [●]

Dear Sirs

Re: [here identify the relevant Assigned Agreement] (the “**Agreement**”)

We notify you that, [insert name of Chargor] (the “**Chargor**”) has assigned to [insert name of Security Agent] (the “**Security Agent**”) for the benefit of itself and certain other banks and financial institutions (the “**Secured Parties**”) all its right, title and interest in the Agreement as security for certain obligations owed by the Chargor to the Secured Parties by way of a Debenture dated [●] (the “**Debenture**”).

We further notify you that:

1. Prior to receipt by you of a written notice from the Security Agent specifying that a Declared Default (as defined in the Debenture) has occurred and is continuing, the Chargor will continue to have the sole right to deal with you in relation to the Agreement (including any amendment, waiver or termination thereof).
2. Following receipt by you of a written notice from the Security Agent specifying that a Declared Default has occurred and is continuing (but not at any other time), the Chargor irrevocably authorises you:
 - (a) to pay all monies to which the Chargor is entitled under the Agreement direct to the Security Agent (or as it may direct), and not to the Chargor, promptly following receipt of written instructions from the Security Agent to that effect;
 - (b) to disclose to the Security Agent any information relating to the Agreement which the Security Agent may from time to time request in writing; and
 - (c) otherwise to deal only with the Security Agent in relation to the Agreement.
3. The provisions of this notice may only be revoked or varied with the written consent of the Security Agent and the Chargor.
4. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of confirmation that:
 - (a) you agree to act in accordance with the provisions of this notice;
 - (b) you have not previously received notice (other than any notices which were subsequently irrevocably withdrawn) that the Chargor has assigned its rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party; and

- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Agreement.

The provisions of this notice are governed by English law.

Yours faithfully

for and on behalf of
[Insert name of Chargor]

[On acknowledgement copy]

To: [Insert name and address of Security Agent]

Copy to: [Insert name address of Chargor]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs 4(a) to (c) above.

for and on behalf of
[Insert name of Counterparty]

Dated: [●]

Part 2: Form of Insurance Notice

To: [insert name and address of insurance company]

Dated: [●]

Dear Sirs

Re: [here identify the relevant insurance policy(ies)] (the “**Policies**”)

We notify you that, [insert name of Chargor] (the “**Chargor**”) has assigned to [insert name of Security Agent] (the “**Security Agent**”) for the benefit of itself and certain other banks and financial institutions (the “**Secured Parties**”) all its right, title and interest in the Agreement as security for certain obligations owed by the Chargor to the Secured Parties by way of a Debenture dated [●] (the “**Debenture**”).

We further notify you that:

1. Prior to receipt by you of a written notice from the Security Agent specifying that a Declared Default (as defined in the Debenture) has occurred and is continuing, the Chargor will continue to have the sole right to deal with you in relation to the Policies (including any amendment, waiver or termination thereof or any claims thereunder).
2. Following receipt by you of a written notice from the Security Agent specifying that a Declared Default has occurred and is continuing (but not at any other time) the Chargor irrevocably authorises you:
 - (a) to pay all monies to which the Chargor is entitled under the Policies direct to the Security Agent (or as it may direct), and not to the Chargor, promptly following receipt of written instructions from the Security Agent to that effect;
 - (b) to disclose to the Security Agent any information relating to the Policies which the Security Agent may from time to time request in writing; and
 - (c) otherwise to deal only with the Security Agent in relation to the Policies.
3. The provisions of this notice may only be revoked or varied with the written consent of the Security Agent and the Chargor.
4. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of confirmation that:
 - (a) you agree to the terms of this notice and to act in accordance with its provisions;
 - (b) you have not previously received notice (other than notices which were subsequently irrevocably withdrawn) that the Chargor has assigned its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party; and

- (c) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Policies.

The provisions of this notice are governed by English law.

Yours faithfully

for and on behalf of
[Insert name of Chargor]

[On acknowledgement copy]

To: [Insert name and address of Security Agent]

Copy to: [Insert name address of Chargor]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs 4(a) to (c) above.

for and on behalf of
[Insert name of Counterparty]

Dated: [●]

SCHEDULE 6
FORM OF SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on [●]

Between

- (1) [●], a company incorporated in [England and Wales] with registered number [●] (the “**New Chargor**”);
- (2) [●] (“**Bidco**”) for itself and as agent for and on behalf of each of the existing Chargors;
and
- (3) [●] as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

Recital

This deed is supplemental to a Debenture dated [●] between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the “**Debenture**”).

Now this deed witnesses as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meanings when used in this deed.

1.2 Construction

Clauses 1.2 (*Construction*) to 1.8 (*Implied Covenants for Title*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

Subject to any limits on its liability specifically recorded in the Second Lien Credit Agreement, the New Chargor covenants as primary obligor and not only as surety with the Security Agent (for the benefit of itself and the other Secured Parties) that it will promptly on demand of the Security Agent pay to the Security Agent and discharge the Secured Obligations in accordance with the Second Lien Credit Agreement.

2.3 Fixed Security

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, each New Chargor, as continuing security for the full payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of first legal mortgage, all Real Property in England and Wales vested in the New Chargor on the date on which it becomes a party to this Security Accession Deed; and
- (b) by way of first fixed charge:
 - (i) all other estates, interests, rights and title from time to time in and to any Real Property (including that not effectively charged under Clause 2.3(a) above);
 - (ii) all of its Investments;
 - (iii) all its right, title and interest from time to time in and to all of its Intellectual Property;
 - (iv) all of its Tangible Moveable Property;
 - (v) all of its Other Debts and all rights and claims against third parties in respect of those Other Debts and all corresponding Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Security Accession Deed;
 - (vi) all its right, title and interest from time to time in and to its goodwill and rights in relation to the uncalled capital; and
 - (vii) the Bank Accounts and Related Rights.

2.4 Assignment

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture each New Chargor assigns and agrees to assign absolutely with full title guarantee to the Security Agent as continuing security for the full payment of the Secured Obligations all its right, title and interest from time to time in and to the Insurance Policies and all Related Rights and the Assigned Agreements.

2.5 Consent of Existing Chargors

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

2.6 Construction of Debenture

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to “this deed” or “this Debenture” will be deemed to include this deed.

2.7 Governing Law and Jurisdiction

This deed and any dispute, proceedings or claims of whatever nature or non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law and the parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or any non-contractual obligations arising out of or in connection with it).

IN WITNESS whereof this deed has been duly executed on the date first above written.

SCHEDULE 1

to the Security Accession Deed: Material Properties

[•]

SCHEDULE 2
to Security Accession Deed: Shares

[•]

SCHEDULE 3
to Security Accession Deed: Bank Accounts

[•]

Signatories to Security Accession Deed

The New Chargor

Executed as a DEED by

[Name of New Chargor]

acting by:

[•] as Director

Witness:

Name:

Address:

Occupation:

Notice Details:

Address:

Facsimile:

Attention:

Executed as a DEED by

[Name of Bidco]

acting by:

[•] as Director

Witness:

Name:

Address:

Occupation:

Notice Details:

Address:

Facsimile:

Attention:

The Security Agent

Signed by

[Name of Security Agent]

acting by:

[●] as Authorised Signatory

Notice Details:


Address:

Facsimile:

Attention:

Signatories to Debenture

The Chargors

Executed as a DEED by
BUCCANEER MIDCO LIMITED
acting by a director: 



Director



Witness

Name: Emily Golinveaux
Address: 4 Embarcadero Center
Suite 1900
Occupation: San Francisco, CA 94111
Executive Assistant

Notice Details:

Address: The Blade, 11th Floor, Abbey Square, Reading, Berkshire, United Kingdom, RG1 3BE

Facsimile:

Attention: David Golde

Executed as a DEED by
BUCCANEER BIDCO LIMITED
acting by a director

[Redacted Signature]

Director

[Redacted Signature]

Witness

Name: Emily Golinveaux
4 Embarcadero Center
Address: Suite 1900
San Francisco, CA 94111
Occupation: Executive Assistant


Notice Details:

Address: The Blade, 11th Floor, Abbey Square, Reading, Berkshire, United Kingdom, RG1 3BE

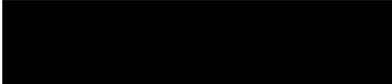
Facsimile:

Attention: David Golde

Executed as a DEED by
CRF HEALTH GROUP LIMITED
acting by a director:



Director



Witness

Name: Michael Harris

Address: Ropes & Gray International LLP, 60 Ludgate Hill

Occupation: Trainee Solicitor EC4M 7AW

Notice Details:


Address: Brook House, 3rd Floor 229-243 Shepherd's Bush Road,

Facsimile: Hammersmith, London, W6 7AN

Attention: CEO

Executed as a DEED by
CRF HEALTH TECHNOLOGIES LIMITED
acting by a director:


Director


Witness

Name: Michael Harris

Address: Ropes & Gray International LLP, 60 Ludgate Hill EC4M 7AW

Occupation: Trainee solicitor

Notice Details:

Address: Brook House 3rd Floor 229 - 243, Shepherd's Bush Road, Hammersmith
Facsimile: London W6 7AN
Attention: CEO

Executed as a DEED by
SPV CHELSEA 3 LIMITED
acting by a director:

[Redacted Signature]

Director

[Redacted Signature]

Witness

Name: Michael Harris

Address: Ropes & Gray International LLP, 60 Ludgate Hill EC4M 7AN

Occupation: Trainee Solicitor

Notice Details:


Address: Brook House 3rd Floor, 229-243 Shepherd's Bush Road, Hammersmith,

Facsimile: London W6 7AN

Attention: CEO

Executed as a DEED by
CRF HEALTH MANAGEMENT LIMITED
acting by a director:


Director


Witness

Name: Michael Harris

Address: Ropes & Gray International LLP, 60 Ludgate Hill EC4M 7AN

Occupation: Trainee solicitor

Notice Details:

Address: Brook House 3rd Floor, 229 -243 Shephards Bush Road, Hammersmith,

Facsimile: London, W6 7AN

Attention: CEO

The Security Agent

Signed by
WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Security Agent



Name: Meghan McCauley
Title: Vice President

Notice Details

Address: Wilmington Trust, National
 Association
 10 South Riverside Plaza, Suite 875
 Chicago, IL 60606

Facsimile: 612-217-5651

Attention: Meghan McCauley