



Registration of a Charge

Company name: **BOWERS & WILKINS HOLDING LTD**

Company number: **10153033**

Received for Electronic Filing: **20/07/2020**



Details of Charge

Date of creation: **17/07/2020**

Charge code: **1015 3033 0003**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED (AS ADMINISTRATIVE AGENT)**

Brief description: **LAND ON THE EAST SIDE OF DALE ROAD, WORTHING, WEST SUSSEX, BN11 2RX REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER WSX254730. FREEHOLD PROPERTY KNOWN AS LAND AND BUILDINGS ON THE NORTH EAST SIDE OF THESIGER ROAD, WORTHING, WEST SUSSEX, BN11 2RN REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER SX58415.**

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: **PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10153033

Charge code: 1015 3033 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th July 2020 and created by BOWERS & WILKINS HOLDING LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th July 2020 .

Given at Companies House, Cardiff on 21st July 2020

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 17 JULY **2020**

Execution version

**(1) B & W GROUP LTD
(AND OTHERS AS CHARGORS)**

**(2) LUCID TRUSTEE SERVICES LIMITED
(AS ADMINISTRATIVE AGENT)**

GUARANTEE AND DEBENTURE



Pinsent Masons

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THIS GUARANTEE AND DEBENTURE is made on 17 July 2020

BETWEEN:-

- (1) **B & W GROUP LTD** registered in England with number 00880499 (the "**Company**"); and
- (2) **THE COMPANIES** identified in Schedule 1 (*The Chargors*) (together with the Company and each person which becomes a party to this Deed by executing a Deed of Accession, each a **Chargor** and together the **Chargors**); and
- (3) **LUCID TRUSTEE SERVICES LIMITED** as agent and trustee for the Secured Parties (the "**Administrative Agent**").

WHEREAS:-

- (A) The Lenders have agreed to make credit facilities available on the terms of the Credit Agreement as amended and restated on or about the date of this Deed pursuant to the terms of the Second Amendment and Restatement Agreement.
- (B) The Chargors enter into this Deed to secure the repayment and satisfaction of the Secured Liabilities and to guarantee the obligations of the Loan Parties (as defined in the Credit Agreement) to the Secured Parties (as defined in the Credit Agreement).
- (C) The Chargors and the Administrative Agent intend that this document take effect as a deed notwithstanding that it may be executed under hand.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed:-

"Act"	means the Law of Property Act 1925
"Administrative Agent Agreement"	Agent means the administrative agent agreement dated 4 June 2020 between Bank of America N.A. and the Administrative Agent pursuant to which the Administrative Agent was appointed in its capacity as administrative agent with effect from 10 June 2020
"Blocked Accounts"	means the bank accounts of the Chargors specified in Part 1 of Schedule 5 (<i>Charged Accounts</i>) and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Chargors as the Administrative Agent and the Chargors may designate
"Book Debts"	means:- <ol style="list-style-type: none">(a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Chargor and(b) the benefit of all rights whatsoever relating to the debts referred to in (a) above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation,

negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets)

"Charged Accounts"	means the Blocked Accounts and the Other Accounts
"Credit Agreement"	means the credit agreement originally dated as of 25 September 2014 between (amongst others) B & W Group Ltd and Equity International Inc. as borrowers and guarantors, Bowers & Wilkins Holding Ltd, B & W Acquisition Ltd, B & W Group (Logistics) Ltd and Equity International (Canada) Inc. as guarantors, certain financial institutions listed therein as lenders and Bank of America, N.A. as administrative agent (as amended, varied, novated, supplemented, superseded, restated or extended from time to time including but not limited to pursuant to an amendment and restatement agreement dated 29 September 2016 and amendment agreements dated 11 April 2018 and 24 October 2018 and the Second Amendment and Restatement Agreement
"Deed of Accession"	means a deed of accession substantially in the form set out in Schedule 8 (<i>Deed of Accession</i>)
"Distribution Rights"	means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them
"Equipment"	means each Chargor's fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related authorisations, agreements and warranties
"Existing Debentures"	means:- <ul style="list-style-type: none">(a) the debenture granted by B&W Group Ltd and B&W Group (Logistics) Ltd on 25 September 2014 in favour of the Administrative Agent pursuant to and in accordance with the terms of the Administrative Agent Agreement(b) the debenture granted by B&W Acquisition Ltd on 3 May 2016 in favour of the Administrative Agent pursuant to and in accordance with the terms of the Administrative Agent Agreement and(c) the guarantee and debenture granted by the Chargors on 29 September 2016 in favour of the Administrative Agent pursuant to and in accordance with the terms of the Administrative Agent Agreement
"Insurance"	means each contract or policy of insurance to which a

Chargor is a party or in which it has an interest

"Intellectual Rights"

Property

means:-

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

arising or subsisting in any jurisdiction and whether registered or not

"Intercreditor Deeds"

means:

- (a) the intercreditor deed dated 29 September 2016 between (1) B & W Group Ltd as debtor, (2) B&W Acquisition Ltd and B&W International Limited as subordinated creditors and (3) Bank of America, N.A. and Santander UK PLC as senior lenders and
- (b) the supplemental intercreditor deed dated 24 October 2018 between, amongst others (1) the Lucid Trustee Services Limited (as senior agent), (2) Lucid Agency Services Limited (as PIK Facility Agent), (3) Lucid Trustee Services Limited (as PIK Security Agent), (4) the Senior Lenders (as defined therein), (5) the PIK Lenders (as defined therein) and (6) B&W Group Ltd and others (as Debtors)

"Investments"

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

"Land"

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

"Other Accounts"

means the bank accounts of the Chargors specified in Part 2 of Schedule 5 (*Charged Accounts*) and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Chargors as the Administrative Agent and Chargors may designate

"PSC register"

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

"Receiver"	means a receiver appointed pursuant to this Deed or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Administrative Agent is permitted by law to appoint an administrative receiver, includes an administrative receiver
"Regulations"	means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and Regulation means any of them
"Restrictions Notice"	means a "restrictions notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006
"Second Amendment and Restatement Agreement"	means the second amendment and restatement agreement to the Credit Agreement dated on or about the date hereof between (amongst others) B & W Group Ltd as borrower, Equity International Inc. (as resigning borrower), the persons listed therein at schedule 1 (as confirming guarantors), HUK 98 Limited and SOF EPC UK Limited (as existing lenders), Deutsche Bank AG, London branch (as new term lender) and Lucid Trustee Services Limited (as administrative agent)
"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 the Secured Parties under the Loan Documents except for any obligation which, if it were so included, would result in a contravention of the prohibitions in Chapter 2 (Financial assistance for purchase of own shares) of Part 18 of the Companies Act 2006
"Security Assets"	means all assets of each Chargor the subject of any security created by this Deed
"Security Period"	means the period beginning on the date of this Deed and ending on the date on which the Secured Liabilities have been irrevocably and unconditionally satisfied in full and no Secured Party has any commitment or liability, whether present or future, actual or contingent, in relation to the credit facilities provided under the Credit Agreement in relation to any Loan Party. If any amount paid by any Chargor and/or in connection with the satisfaction of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of such Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purpose of this Deed
"Security"	means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect

"Shares"		means all shares held by any Chargor in its Subsidiaries
"Specified Equipment"		means the Equipment (if any) specified in Schedule 7 (<i>Specified Equipment</i>) and/or in the Schedule to any Deed of Accession
"Specified Property"	Intellectual	means the registered Intellectual Property Rights (if any) specified in Schedule 6 (<i>Specified Intellectual Property</i>) and/or in the Schedule to any Deed of Accession
"Subsidiary"		means:- <ul style="list-style-type: none"> (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006 and (b) any company which would be a subsidiary within the meaning of section 1159 of the Companies Act 2006 but for any Security subsisting over the shares in that company from time to time <p>but on the basis that a person shall be treated as a member of a company if any shares in that company are held by that person's nominee or any other person acting on that person's behalf</p>
"Warning Notice"		means a "warning notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

1.2 Construction

1.2.1 Any reference in this Deed to:-

- (a) assets includes present and future properties, revenues and rights of every description;
- (b) an authorisation means an authorisation, consent, approval, licence, resolution, filing or registration;
- (c) any Loan Document or any other agreement or instrument is a reference to that Loan Document or other agreement or instrument as amended, amended and restated, varied, novated supplemented or replaced from time to time;
- (d) indebtedness includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (e) a person includes one or more of that person's assigns, transferees or successors in title, delegates, sub-delegates and appointees (in the case of a Loan Party only, in so far as such assigns, transferees or successors in title, delegates, sub-delegates and appointees are permitted in accordance with the Loan Documents) and any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
- (f) a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

- (g) a guarantee (other than the guarantee contained in Clause 16 (*Guarantee and Preservation of Security*)) includes any guarantee or indemnity, bond, letter of credit, documentary or other credit, or other assurance against financial loss;
 - (h) a provision of law is a reference to that provision as amended or re-enacted; and
 - (i) words importing the singular shall include the plural and vice versa.
- 1.2.2 Clause and Schedule headings are for ease of reference only.
- 1.2.3 An Event of Default is continuing if it has not been remedied or waived.
- 1.2.4 Capitalised terms defined in the Credit Agreement as amended and restated pursuant to the Second Amendment and Restatement Agreement have the same meaning when used in this Deed unless the context requires otherwise.
- 1.2.5 The terms of the other Loan Documents and of any side letters between any parties in relation to any Loan Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.2.6 Each of the charges in Clause 3 (*Creation of Security*) over each category of the assets, each asset and each sub-category of each asset specified in such clause shall be read and construed separately, as though each such category, asset and sub-category were charged independently and separately of each other and shall apply to both present and future assets.

1.3 **Ranking of security**

1.3.1 Notwithstanding any other provision of this Deed where:-

- (a) a right or asset has been assigned by a Chargor under the Existing Debentures and that Chargor purports to assign the same asset or right under this Deed, that second assignment will instead take effect as a charge over that Chargor's remaining rights in respect of the relevant asset or right and will only take effect as an assignment if the assignment created by the Existing Debentures has no, or ceases to have, effect; and/or
- (b) this Deed purports to create a first ranking fixed charge over any assets over which a Chargor granted a fixed charge under the Existing Debentures, that security interest will rank subject to any prior ranking charge created by the Existing Debentures until such time as the security interest created by the Existing Debentures has no, or ceases to have, effect,

and, for so long as the Existing Debentures remains in force and effect, any reference in this Deed to an asset secured under the Existing Debentures being assigned or the security over any asset secured under the Existing Debentures being first ranking or secured with full title guarantee, shall be construed accordingly and no breach or default shall arise under this Deed or any other Loan Document as a result of the execution of or the existence of any security interest created (or purported to be created) under the Existing Debentures or this Deed and the terms of the Existing Debentures, the Deed and the other Loan Documents shall be construed accordingly so that there shall be no such breach or default.

- 1.3.2 Provided that a Chargor is in compliance with the terms of the Existing Debentures (including without limitation, any obligation to deliver or deposit any deeds, documents of title, certificates, evidence of ownership or related documentation, to give any notice or to carry out any registration or filing (other than the registration of this Deed at Companies House pursuant to section 859 of the Companies Act 2006)) then to the extent that the terms of this Deed impose the same, corresponding or substantially the same obligation in respect of the same assets or other matters, the Chargor will be deemed to have complied with the relevant obligations herein by virtue of its compliance under the Existing Debentures.

1.4 Intercreditor Deeds

This Deed is subject to the terms of the Intercreditor Deeds. To the extent that there is any conflict between the terms of this Deed and the terms of the Intercreditor Deeds, the terms of the Intercreditor Deeds will prevail.

2. COVENANT TO PAY

Each Chargor covenants with the Administrative Agent as trustee for the Secured Parties that it will on demand pay and discharge the Secured Liabilities when due.

3. CREATION OF SECURITY

3.1 Land

Each Chargor charges:-

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

3.2 Shares

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

- 3.2.1 all Shares; and
- 3.2.2 all related Distribution Rights.

3.3 Investments

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

- 3.3.1 all Investments; and
- 3.3.2 all related Distribution Rights,
- including those held for it by any nominee.

3.4 Equipment

Each Chargor:-

- 3.4.1 charges by way of fixed charge all Equipment (other than any Specified Equipment); and

3.4.2 mortgages or (if to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge all of its right, title and interest in and to:-

- (a) the Specified Equipment; and
- (b) all spare parts and replacements for and all modifications and additions to the Specified Equipment,

in each case, so far as it is not charged by way of legal mortgage under Clause 3.1 (*Land*).

3.5 **Book Debts**

Each Chargor charges by way of fixed charge:-

3.5.1 its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account; and

3.5.2 the benefit of all rights, Security and guarantees of whatsoever nature enjoyed or held by it in relation to anything referred to in paragraph 3.5.1 above.

3.6 **Blocked Accounts**

Each Chargor charges by way of fixed charge all of its right, title and interest (if any) in and to the Blocked Accounts and all monies standing to the credit of any of the Blocked Accounts and the debts represented by them.

3.7 **Intellectual Property Rights**

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

3.8 **Goodwill**

Each Chargor charges by way of fixed charge its goodwill.

3.9 **Uncalled capital**

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

3.10 **Authorisations**

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

3.11 **Insurance**

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

3.12 **Other assets**

3.12.1 Each Chargor charges by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 3 (*Creation of Security*).

3.12.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Deed.

3.13 **Trust**

3.13.1 Subject to paragraph 3.13.2, if or to the extent that for any reason the assignment, mortgaging or charging of any Security Asset is prohibited, each Chargor holds it on trust for the Administrative Agent.

3.13.2 If the reason referred to in paragraph 3.13.1 is that:-

(a) a consent or waiver must be obtained; or

(b) a condition must be satisfied,

then:-

(i) subject to paragraph 3.13.3 the relevant Chargor shall apply for the consent or waiver; and

(ii) the relevant Chargor shall use all reasonable endeavours to satisfy the condition,

as soon as reasonably practicable after the date of this Deed or, if the Security Asset is acquired after the date of this Deed, as soon as reasonably practicable after the date of acquisition.

3.13.3 Where the consent or waiver is not to be unreasonably withheld, the relevant Chargor shall:-

(a) use all reasonable endeavours to obtain it as soon as possible; and

(b) use all reasonable endeavours to keep the Administrative Agent informed of the progress of the negotiations to obtain it.

3.13.4 On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause 3 (*Creation of Security*) and the trust referred to in paragraph 3.13.1 shall terminate.

4. **NATURE OF SECURITY CREATED**

The Security created under this Deed is created:-

4.1 as a continuing security and will extend for the ultimate balance of sums payable in connection with the Secured Liabilities regardless of any intermediate payment or discharge in whole or part;

4.2 (except in the case of assets which are the subject of a legal mortgage under this Deed) over all present and future assets of the kind described which are owned by any Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;

4.3 in favour of the Administrative Agent as agent and trustee for the Secured Parties; and

4.4 with full title guarantee.

5. **CONVERSION OF FLOATING CHARGE**

5.1 **Conversion on notice**

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

- 5.1.1 an Event of Default is continuing; or
- 5.1.2 the Administrative Agent reasonably considers (acting in good faith) that Security Asset to be in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy.

5.2 **Limitation**

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

5.3 **Automatic conversion**

The floating charge created by a Chargor under this Deed will convert automatically into fixed charges:-

- 5.3.1 if the Administrative Agent receives notice of an intention to appoint an administrator of that Chargor;
- 5.3.2 if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of that Chargor over all or any part of its assets, or if such person is appointed;
- 5.3.3 if that Chargor creates or attempts to create any Security over all or any of the Security Assets (save as permitted under the Credit Agreement);
- 5.3.4 on the crystallisation of any other floating charge over the Security Assets;
- 5.3.5 if any person seizes, attaches, charges, takes possession of or sells any Security Asset under any form of distress, sequestration, execution or other process, or attempts to do so; and
- 5.3.6 in any other circumstances prescribed by law.

6. **RESTRICTIONS**

No Chargor shall:-

- 6.1 create or permit to subsist any Security of whatsoever nature on any Security Asset save as permitted under the Credit Agreement or the Intercreditor Agreement or as created by this Deed; or
- 6.2 sell, transfer, grant, lease or otherwise dispose of any Security Asset, save as permitted under the Credit Agreement or the Intercreditor Agreement or the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created by Clause 3.12 (*Other assets*) or with the consent of the Administrative Agent.

7. REPRESENTATIONS AND WARRANTIES

7.1 Making of representations

Each Chargor makes the representations and warranties set out in this Clause 7 to the Administrative Agent and the Secured Parties. The representations and warranties so set out are made on the date of this Deed and are deemed to be repeated by the Chargors throughout the Security Period on those dates on which representations and warranties are to be repeated in accordance with the Credit Agreement with reference to the facts and circumstances then existing.

7.2 Land

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

7.3 Shares

7.3.1 All Shares beneficially owned by a Chargor as at the date of this Deed are described in Schedule 4 (*Shares*).

7.3.2 All of the Shares and, to the extent applicable, all Investments are fully paid.

7.3.3 No Warning Notice or Restrictions Notice has been:-

- (a) issued to a Chargor; and
- (b) to the best of a Chargor's knowledge, issued to any other person, in each case in respect of all or any part of the Shares and remains in effect.

7.3.4 Each Chargor's PSC register is up to date and no Warning Notices or Restrictions Notices have been issued which have not been complied with or lifted.

7.4 Specified Intellectual Property

The details of the Specified Intellectual Property appearing or referred to in Schedule 6 (*Specified Intellectual Property*):-

7.4.1 are true, accurate, and complete in all material respects; and

7.4.2 no Chargor is the owner of any interest in any other registered Intellectual Property registered in the United Kingdom or the United States of America which is not identified in that Schedule.

8. UNDERTAKINGS

8.1 Duration

The undertakings in this Clause 8 shall remain in force throughout the Security Period and are given by each Chargor to the Administrative Agent and the Secured Parties.

8.2 Book debts and receipts

Each Chargor shall collect and realise its Book Debts and other monies and receipts and, save to the extent that the Administrative Agent otherwise agrees in writing, pay the proceeds thus realised into a Blocked Account (in the case of each Borrower) or an Other Account (in the case of any other Chargor) and, pending such payment into a Blocked Account or Other Account (as the case may be), hold the proceeds thus realised upon trust for the Administrative Agent.

8.3 **Blocked Account Arrangements**

Each Borrower shall, promptly upon the execution of this Deed or, in respect of any Blocked Account opened after the date of this Deed, promptly following the opening of such Blocked Account:-

- 8.3.1 serve notice upon Bank of America, N.A, London Branch in respect of each Blocked Account in substantially the form set out in Part 1 of Schedule 3 (*Forms of Notice to Banks and Acknowledgement*);
- 8.3.2 use reasonable endeavours to procure that Bank of America, N.A, London Branch returns the acknowledgement in substantially the form set out in Part 2 of Schedule 3 (*Forms of Notice to Banks and Acknowledgement*) or such other form acceptable to the Administrative Agent in its absolute discretion; and
- 8.3.3 execute and deliver a deed of indemnity in respect of each Blocked Account in substantially the form set out Schedule 9 (*Form of Deed of Indemnity*).

8.4 **Operation of Blocked Accounts**

Until the security constituted by this Deed is discharged, no Borrower shall be entitled to withdraw the whole or any part of any amount standing to the credit of any Blocked Account and shall not take any action, claim or proceedings against the Administrative Agent or any other party for the return or payment to any person of the whole or any part of any amount standing to the credit of any Blocked Account.

8.5 **Operation of Other Accounts**

Until notified by the Administrative Agent in writing to the contrary, the Chargors shall be entitled to operate the Other Accounts provided that:-

- 8.5.1 the Other Accounts each retain a credit or zero balance at all times; and
- 8.5.2 the Chargors shall not at any time transfer the whole or any part of the amounts standing to the credit of any Other Account to any other bank account other than to another Charged Account or in the ordinary course of business to the extent permitted under the Loan Documents.

8.6 **Bank Accounts**

Until the security constituted by this Deed is discharged, no Chargor shall maintain any bank accounts which are not Charged Accounts.

8.7 **Shares and Investments**

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

- 8.7.1 if it forms or acquires any Subsidiary after the date of this Deed, it shall as soon as reasonably practicable notify the Administrative Agent;
- 8.7.2 as soon as reasonably practicable after any Shares or Investments are registered in, or transferred into the name of, a Chargor, or held by or in the name of the Administrative Agent (and in any event as soon as reasonably practicable after the Administrative Agent so requests), it shall deposit with the Administrative Agent, in respect of or in connection with those Shares or Investments:-
 - (a) all stock and share certificates and documents of or evidencing title;
 - (b) signed undated transfers, completed in blank and, if the Administrative Agent so requires, pre-stamped; and

- (c) any other documents which the Administrative Agent may from time to time require for perfecting its title, or the title of any purchaser;
- 8.7.3 it will comply with all other conditions and obligations assumed by it in respect of any of the Shares and Investments where failure to so comply would in the reasonable opinion of the relevant Chargor materially adversely affect the interests of the Secured Parties;
- 8.7.4 it shall comply with any notice served on it in respect of all or any part of the Shares pursuant to Part 21A of the Companies Act 2006 within the timeframe specified in that notice and will deliver to the Lender:-
 - (a) a copy of any such notice promptly upon receipt; and
 - (b) a copy of the Chargor's response to such notice at the same time a response is sent to the relevant Subsidiary;
- 8.7.5 it will use its best endeavours to keep its PSC register up to date and that, if it issues any Restrictions Notices or Warning Notices it will send a copy of these to the Administrative Agent at the same time as they are issued.

8.8 **Land**

- 8.8.1 Each Chargor shall as soon as reasonably practicable notify the Administrative Agent in writing if it:-
 - (a) intends to acquire any estate or interest in Land; or
 - (b) acquires any estate or interest in Land.
- 8.8.2 Each Chargor shall as soon as reasonably practicable give notice in writing to the Administrative Agent if:-
 - (a) it receives any notice under section 146 of the Act; or
 - (b) any proceedings are commenced against it for the forfeiture of any lease of any Land.
- 8.8.3 If any Chargor acquires any freehold or leasehold property after the date of this Deed it shall:-
 - (a) as soon as reasonably practicable on request by the Administrative Agent and at the cost of the Chargor, execute and deliver to the Administrative Agent a legal mortgage in favour of the Administrative Agent of that property in the same form as this Deed (*mutatis mutandis*);
 - (b) if required by the Administrative Agent and if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Deed; and
 - (c) if applicable, ensure that the provisions of Clause 14.1 (*Application to Land Registrar*) are complied with in relation to that legal mortgage.
- 8.8.4 If the consent of the landlord in whom the reversion of a lease is vested is required for a Chargor to execute a legal mortgage over it, that Chargor shall:-
 - (a) not be required to perform that obligation unless and until it has obtained the landlord's consent; and
 - (b) use its reasonable endeavours to obtain the landlord's consent.

8.8.5 Each Chargor shall:-

- (a) perform all its obligations under any law or regulation in any way related to or affecting its Land, except to the extent that non-performance of those obligations would not materially adversely affect the value or marketability of any of its Land; and
- (b) within 14 days after receipt by it of any material application, requirement, order or notice served or given by any public or local or any other authority with respect to its Land (or any part of it):-
 - (i) deliver a copy to the Administrative Agent; and
 - (ii) inform the Administrative Agent of the steps taken or proposed to be taken to comply with the relevant requirements.

9. SHARES AND INVESTMENTS

9.1 Before an Event of Default

Until an Event of Default that is continuing occurs:-

9.1.1 each Chargor shall pay all monies arising from the Distribution Rights relating to the Shares and Investments into:-

- (a) where such Chargor is a Borrower, a Blocked Account; or
- (b) otherwise, an Other Account;

9.1.2 no Chargor shall exercise any voting and other rights and powers attached to the Shares and Investments in a manner which may materially prejudice the interests of the Secured Parties under the Loan Documents.

9.2 After an Event of Default

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

10. ENFORCEMENT

10.1 When Security becomes enforceable

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

- 10.1.1 on the occurrence of an Event of Default that is continuing; or
- 10.1.2 if a Chargor so requests.

10.2 Powers on enforcement

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

- 10.2.1 serve notice upon any bank at which an Other Account is open, terminating the Chargor's right to operate such Other Account;

- 10.2.2 exercise all the powers and rights conferred on mortgagees by the Act, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the Act;
- 10.2.3 exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, without the restrictions imposed by sections 99 and 100 of the Act;
- 10.2.4 to the extent that any Security Asset constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the Administrative Agent insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18;
- 10.2.5 subject to Clause 11.1 (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets; and
- 10.2.6 appoint an administrator of any Chargor.

10.3 **Disposal of the Security Assets**

In exercising the powers referred to in Clause 10.2 (*Powers on enforcement*), the Administrative Agent or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

10.4 **Application of moneys**

All monies received by the Administrative Agent or any Receiver under this Deed shall be applied in accordance with the terms of the Intercreditor Agreement.

11. **APPOINTMENT AND POWERS OF RECEIVERS**

11.1 **Method of appointment and removal**

- 11.1.1 On the occurrence of an Event of Default that is continuing, the Administrative Agent may in writing appoint a Receiver in respect of the Security Assets and the Administrative Agent may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.
- 11.1.2 Every appointment or removal of a Receiver, of any delegate or of any other person by the Administrative Agent pursuant to this Deed may be made in writing under the hand of any officer or manager of the Administrative Agent (subject to any requirement for a court order in the removal of an administrative receiver).

11.2 **Powers of Receiver**

Every Receiver shall have all the powers:-

- 11.2.1 of the Administrative Agent under this Deed;
- 11.2.2 conferred by the Act on mortgagees in possession and on receivers appointed under the Act;
- 11.2.3 in relation to, and to the extent applicable to, the Security Assets or any of them, the powers specified in Schedule 1 of the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver within the meaning of that Act); and
- 11.2.4 in relation to any Security Asset, which he would have if he were its only beneficial owner.

11.3 **Joint or several**

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

11.4 **Receiver as agent**

Every Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his acts and defaults and for the payment of his remuneration, except in the case of gross negligence or wilful misconduct on the part of the Receiver.

11.5 **Receiver's remuneration**

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

11.6 **Delegation**

11.6.1 The Administrative Agent and any Receiver may, for the time being and from time to time, delegate by power of attorney or in any other manner (including, without limitation, under the hand of any manager of the Administrative Agent) to any person any right, power or discretion exercisable by the Administrative Agent or such Receiver (as the case may be) under this Deed.

11.6.2 Any such delegation may be made upon the terms (including, without limitation, power to sub delegate) and subject to any regulations which the Administrative Agent or such Receiver (as the case may be) may think fit.

11.6.3 Neither the Administrative 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 such delegate or sub delegate who shall be entitled to all the indemnities to which his appointor is entitled under this Deed, except in the case of gross negligence or wilful misconduct on the part of that person.

12. **PROTECTION OF PURCHASERS**

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

12.1.1 to see or enquire whether the right of the Administrative Agent or any Receiver to exercise any of the powers conferred by this Deed has arisen or not;

12.1.2 with the propriety of the exercise or purported exercise of those powers; or

12.1.3 with the application of any moneys paid to the Administrative Agent, to any Receiver or to any other person.

13. **PROTECTION OF THE SECURED PARTIES AND RECEIVERS**

13.1 **Exclusion of liability**

None of the Administrative Agent, the other Secured Parties, any Receiver or any of their respective officers or employees shall have any responsibility or liability:-

13.1.1 for any action taken, or any failure to take any action, in relation to all or any of the Security Assets;

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

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

13.2 **General indemnity**

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

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

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

13.3 **Indemnity out of the Security Assets**

The Administrative Agent, the other Secured Parties, any Receiver and their respective officers and employees shall be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 13.2 (*General indemnity*).

13.4 **Enforcement Expenses**

Immediately upon demand, each Chargor shall pay all other costs and expenses (including legal fees and VAT) incurred from time to time in connection with the enforcement of or preservation of rights under this Deed by the Administrative Agent, or any Receiver, attorney, manager, agent or other person appointed by the Administrative Agent under this Deed or by statute, and keep each of them indemnified against any failure or delay in paying the same.

14. FURTHER ASSURANCES

14.1 Application to Land Registrar

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

14.1.1 a restriction in the following terms:-

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [.....] in favour of [Administrative Agent] referred to in the charges register [or their conveyancer]"; and

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

14.2 Further action

Each Chargor shall, at its own expense, promptly take any action and sign or execute any further documents which the Administrative Agent may require in order to:-

14.2.1 give effect to the requirements of this Deed;

14.2.2 protect, preserve and perfect the Security intended to be created by or pursuant to this Deed;

14.2.3 protect and preserve the ranking of the Security intended to be created by or pursuant to this Deed with any other Security over any assets of any Chargor; or

14.2.4 facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Administrative Agent, any Receiver or any administrator in connection with all or any of the Security Assets,

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

14.3 Deposit of documents

Each Chargor covenants that, on the date of this Deed and at all times during the Security Period as soon as reasonably practicable it receives them (and in any event as soon as reasonably practicable after the Administrative Agent so requests), it shall deposit with the Administrative Agent, in respect of or in connection with the Security Assets:-

14.3.1 all deeds, certificates and other documents of or evidencing title;

14.3.2 in respect of Shares and Investments mortgaged under Clause 3.2 (*Shares*) and 3.3 (*Investments*) respectively, signed undated transfers, completed in blank and, if the Administrative Agent so requires, pre-stamped; and

14.3.3 any other documents which the Administrative Agent may from time to time require for perfecting its title, or the title of any purchaser,

all of which will be held by the Administrative Agent at the expense and risk of the relevant Chargor.

14.4 **Law of Property (Miscellaneous Provisions) Act 1994**

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to the provisions set out in this Clause 14 (*Further Assurances*).

15. **POWER OF ATTORNEY**

15.1 **Appointment**

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

15.1.1 the Administrative Agent;

15.1.2 any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Administrative Agent; and

15.1.3 any Receiver,

jointly and severally as that Chargor's attorney, in that Chargor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit following the occurrence of an Event of Default that is continuing or following the failure by that Chargor to comply with a request from the Administrative Agent within 7 days of receipt of such a request in accordance with the terms of this Deed, to take any action and sign or execute any further documents which that Chargor is required to take, sign or execute in accordance with this Deed.

15.2 **Ratification**

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

16. **GUARANTEE AND PRESERVATION OF SECURITY**

16.1 **Guarantee and indemnity**

Each Chargor irrevocably and unconditionally jointly and severally:-

16.1.1 guarantees to each Secured Party punctual performance by each Loan Party of all that Loan Party's obligations under the Loan Documents;

16.1.2 undertakes with each Secured Party that whenever a Loan Party does not pay any amount when due under or in connection with any Loan Document, that Chargor shall immediately on demand pay that amount as if it was the principal obligor; and

16.1.3 agrees with each Secured Party that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Secured Party immediately on demand against any cost, loss or liability it incurs as a result of a Loan Party not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Loan Document on the date when it would have been due. The amount payable by a Chargor under this indemnity will not exceed the amount it would have had to pay under this Clause 16 (*Guarantee and Preservation of Security*) if the amount claimed had been recoverable on the basis of a guarantee.

16.2 **Continuing guarantee**

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Loan Party under the Loan Documents, regardless of any intermediate payment or discharge in whole or in part.

16.3 **Reinstatement**

If any payment by a Chargor or any discharge given by the Administrative Agent (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:-

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

16.4 **Waiver of defences**

The obligations of each Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this Clause 16.4 (*Waiver of defences*), would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or the Administrative Agent or any other Secured Party) including:-

- 16.4.1 any time, waiver or consent granted to, or composition with, any other Loan Party or other person;
- 16.4.2 the release of any other Loan Party or any other person under the terms of any composition or arrangement with any creditor of any Loan Party;
- 16.4.3 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 Loan Party or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- 16.4.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Loan Party or any other person;
- 16.4.5 any amendment (however fundamental) or replacement of a Loan Document or any other document or security;
- 16.4.6 any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or security; or
- 16.4.7 any insolvency or similar proceedings.

16.5 **Chargor intent**

Without prejudice to the generality of Clause 16.4 (*Waiver of defences*), each Chargor expressly confirms that it intends that the guarantee and security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Loan Documents and/or any facility or amount made available under any of the Loan Documents for the purposes of or in connection with any of the following:-

- 16.5.1 acquisitions of any nature;
- 16.5.2 increasing working capital;
- 16.5.3 enabling investor distributions to be made;
- 16.5.4 carrying out restructurings;

- 16.5.5 refinancing existing facilities;
- 16.5.6 refinancing any other indebtedness;
- 16.5.7 making facilities available to new borrowers;
- 16.5.8 any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- 16.5.9 any fees, costs and/or expenses associated with any of the foregoing.

16.6 Immediate recourse

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

16.7 Appropriations

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

- 16.7.1 refrain from applying or enforcing any other monies, security or rights held or received by the Administrative Agent in respect of the Secured Liabilities, or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- 16.7.2 hold in an interest-bearing suspense account any monies received from any Chargor or on account of any Chargor's liability in respect of the Secured Liabilities.

16.8 Deferral of Chargors' rights

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

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

16.9 Additional Security

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

16.10 New Accounts

If a Secured Party receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets it may open a new account or accounts with any Chargor and, if it does not do so, it shall nevertheless be treated as if it had done so at the

time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by the relevant Chargor to that Secured Party:-

16.10.1 shall be credited or be treated as having been credited to the new account of that Chargor; and

16.10.2 shall not operate to reduce the Secured Liabilities at the time when the that Secured Party received or was deemed to have received such notice.

17. NOTICES

All consents, notices and demands under this Deed will be delivered in accordance with section 11.02 (*Notices and Other Communications; Facsimile Copies*) of the Credit Agreement.

18. MISCELLANEOUS PROVISIONS

18.1 Tacking

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

18.2 Separate Charges

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

18.3 Invalidity

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

18.4 Rights and Remedies

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

18.5 Accession of Affiliates

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

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

19. **RELEASE**

19.1 **Expiry of Security Period**

- 19.1.1 Upon the expiry of the Security Period (but not otherwise), the Administrative Agent shall, at the request and cost of the Chargors, take whatever action is necessary to release the Security Assets from the security constituted by this Deed and/or reassign the benefit of the Security Assets to the Chargors.

- 19.1.2 Section 93 of the Act shall not apply to this Deed.

19.2 **Other Accounts**

At any time before the Security created by this Deed shall have become enforceable, in the absence of any directions from the Administrative Agent to the contrary, any amounts permitted by the terms of the Loan Documents to be paid into an Other Account shall upon payment into such account stand released from any fixed charge in respect of such amount created pursuant to Clause 3 (*Creation of Security*) and shall stand subject to the floating charge created by Clause 3.12.1 (*Other Assets*), provided that such release shall in no respect prejudice the continuance of any fixed charge created pursuant to Clause 3 (*Creation of Security*) in respect of any other amount.

20. **GOVERNING LAW AND JURISDICTION**

20.1 **Governing Law**

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

20.2 **Jurisdiction**

- 20.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**).
- 20.2.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- 20.2.3 This Clause 20.2 (*Jurisdiction*) is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, a Secured Party may take concurrent proceedings in any number of jurisdictions.

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

SCHEDULE 1

THE CHARGORS

Name of Chargor	Jurisdiction of incorporation	Registration number (if any)
Bowers & Wilkins Holding Ltd	England & Wales	10153033
B & W Group (Logistics) Ltd	England & Wales	05259045
B&W Acquisition Ltd	England & Wales	10153209

SCHEDULE 2

LAND CHARGED BY WAY OF LEGAL MORTGAGE

1. Land on the east side of Dale Road, Worthing, West Sussex, BN11 2RX held under title number WSX254730.
2. Freehold property known as Land and Buildings on the north east side of Thesiger Road, Worthing, West Sussex, BN11 2RN held under title number SX58415.

SCHEDULE 3

FORMS OF NOTICE TO BANKS AND ACKNOWLEDGEMENT

PART 1

BLOCKED ACCOUNT NOTICE

[Date]

To: Bank of America, N.A., London Branch
2 King Edward Street
London
EC1A 1HQ

FAO: GTS Client Services

Dear Sirs,

We refer to the following accounts in our name and maintained with you:-

Name	Branch	Currency	Account Number

(each an Account and together the Accounts).

1. We hereby give you notice that we have charged by way of security pursuant to a debenture dated [] (such debenture, as the same may from time to time be amended, varied, supplemented, novated or replaced being referred to as the "**Debenture**") between, inter alia, ourselves and Bank of America, N.A. as trustee for and on behalf of the beneficiaries referred to in the Debenture (the "**Administrative Agent**") all our rights, title and interest in and to the Accounts and the monies from time to time standing to their credit.
2. We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions which we may have given you to the contrary and without requiring you to make any reference to or seek any further authority from us or to make any enquiry as to the justification for or validity of any notice, statement, requirement or direction) as follows:-
 - 2.1 to disclose to the Administrative Agent such information relating to the Accounts as the Administrative Agent may, at any time and from time to time, request you to disclose to it;
 - 2.2 subject to the Administrative Agent's written directions, to hold all monies standing to the credit of the Accounts to the order of the Administrative Agent;
 - 2.3 at any time and from time to time, and to the extent possible, to act and rely upon written instructions from or purporting to be from the Administrative Agent to credit and debit the Accounts (as the case may require) and to act in accordance with such instructions;
 - 2.4 to comply with the terms of any written notice, statement or instructions which you receive at any time from or purporting to be from, the Administrative Agent and which in any way relate to or purport to relate to any of the Debenture, the Accounts and the monies standing to the credit thereof from time to time;
 - 2.5 to remit to the Administrative Agent on a business daily basis the collected and available proceeds of all cash, cheques, orders for the payment of money and other evidence of payment deposited in each of the Accounts, by wire transfer or otherwise as the Administrative Agent may instruct you in writing (provided such method of remission is acceptable to you) to such account as the Administrative Agent may specify; and

- 2.6 not to agree any change to the mandate for the Accounts without the consent of the Administrative Agent,
- subject to the terms and conditions contained in the attached acknowledgement.
3. The instructions and authorisations which are contained in paragraph 2 above shall remain in full force and effect until the Administrative Agent gives you written notice revoking them and you have a reasonable time to act on such notice.
4. A person who is not an addressee or signatory to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or to enjoy the benefit of any term of this letter.
5. This letter, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law.
6. Please acknowledge receipt of this letter and your acceptance of the terms and conditions, instructions and authorisations contained in it by signing the attached form of acknowledgement and agreement, counterpart(s) of which have been signed by us and the Administrative Agent and are also attached, and returning it to Paula Langridge at Bank of America, N.A., MLFC Main, 2 King Edward Street, London, EC1A 1HG.

Yours faithfully,

for and on behalf of
[Chargor] as Account Holder

PART 2

BLOCKED ACCOUNT ACKNOWLEDGED

[Date]

To: Bank of America, N.A. (the "**Administrative Agent**")
MLFC Main
2 King Edward Street
London
EC1A 1HG

Attention: Paula Langridge

And: [Insert Account Holder Name and Address]
(the "**Account Holder**")

Dear Sirs

We acknowledge receipt of a letter dated [] and addressed to us by the Account Holder (the "**Notice**"). This is the Acknowledgement referred to in the Notice. Terms defined in the Notice have the same meaning in this Acknowledgement unless given a different meaning in this Acknowledgement.

We accept the terms, conditions, instructions and authorisations contained in the Notice subject to the terms and conditions of this Acknowledgement.

1. **Acknowledgement**

We acknowledge and confirm to the Administrative Agent that, subject to the terms and conditions of this Acknowledgement:-

- 1.1 we do not have and, until the Administrative Agent or a person purporting to be the Administrative Agent gives us notice in writing that the Accounts and the monies from time to time standing to the credit thereof have been re-assigned and released to the Account Holder, will not make or exercise any claims or demands, rights of combination, consolidation or set-off or any other equities against the Accounts and the monies from time to time standing to the credit thereof except as permitted or as otherwise provided by the terms of this Acknowledgement; and
- 1.2 we have not received any notice that any third party has or may have any rights, title or interest in or to, or has made or may be making any claim or demand or taking any action against, the Accounts and the monies from time to time standing to the credit thereof (other than the Notice).

2. **Provisions relating to the Accounts**

- 2.1 For the avoidance of doubt, the provisions of the IAA shall continue to apply to the Accounts. In the event of a conflict between the terms of this Acknowledgement and the IAA, the terms of this Acknowledgement shall prevail.
- 2.2 The proceeds of any deposit, remittance advice, document, cheque or other instrument shall not be available until we have received collected and available funds. If, however, we do give immediate credit to an Account:-
 - 2.2.1 any such deposit, remittance, document, cheque or other instrument is not honoured when due, or
 - 2.2.2 final settlement is not received, or

2.2.3 the respective funds are not freely and immediately available, repatriable or convertible to a commonly traded currency,

then we may, without notice, reverse the credit entry from that Account together with related interest. We will notify the Administrative Agent of any credit entry reversed under this provision, as soon as reasonably practicable in all the circumstances.

2.3 In relation to any amount credited (whether provisionally or otherwise) to an Account, each of the Administrative Agent and the Account Holder by countersigning this Acknowledgement irrevocably authorises us (without prejudice to any other rights we may have howsoever arising) to debit, without notice, from time to time from that Account an amount equivalent to such amount and/or any part thereof to be refunded or that we may be obliged to refund under or in connection with any direct debit arrangement.

2.4 This Acknowledgement shall not be construed as an agreement by us to provide credit to the Administrative Agent or the Account Holder and we shall not be obliged to act on any instruction in relation to any Account if (i) the relevant Account is in debit or may become overdrawn if we were to act on the instruction or (ii) if to do so would be contrary to our policy (our remittance on the Administrative Agent's instructions of cleared funds on a business daily basis from the Accounts to any loan account with Bank of America, National Association, London branch in the name of the Administrative Agent is not contrary to our policy) or to the request, requirement or policy of any regulatory, governmental, fiscal, monetary or other body or authority to which we are subject or submit, whether or not such request, requirement or policy has the force of law.

3. **General**

3.1 We will not be liable to the Account Holder or the Administrative Agent for any loss, damage, cost, claim or expense (collectively Damages) of any nature arising out of or relating to our performance under this Acknowledgement other than Damages which are directly caused by our gross negligence. In no event will we be liable for any loss, damage, cost or expense of any nature, arising from or in relation to economic loss, loss of business, profits, revenue, goodwill and anticipated savings, special damages, loss of or corruption to data, loss of operation time, loss of contracts or any indirect, consequential, exemplary or punitive loss.

3.2 We will not be liable for and will be excused from any failure or delay in performing under this Acknowledgement if (i) such failure or delay is caused by circumstances beyond our reasonable control, including, but not limited to, legal constraint, emergency conditions, action or inaction of governmental, civil or military authority, fire, labor dispute, war, riot, theft, natural disaster, Act of God, breakdown of any supplier, failure or interruption of service on telecommunications line, equipment failure, or any act, omission, negligence or fault of the Account Holder, the Administrative Agent or any person over which we have no control or (ii) we reasonably believed that our action would have violated any law, guideline, decree, rule or regulation of any governmental authority. No such failure or delay will constitute a breach of this Acknowledgement.

3.3 We may rely on notices and communications which we believe in good faith to be genuine and given by the appropriate party.

3.4 References in this Acknowledgement to this Acknowledgement shall, except where otherwise expressly stated herein, include the Notice and this Acknowledgment and any amendments or supplements to either of them.

3.5 Each of the Administrative Agent and the Account Holder by signing this Acknowledgement agrees to the terms and conditions of this Acknowledgement and to be bound by such terms and conditions of this Acknowledgement. Nothing in this Acknowledgement shall prejudice the rights of the Administrative Agent under the Debenture.

3.6 This Acknowledgement may be executed in any number of counterparts, and by us, the Administrative Agent and the Account Holder on separate counterparts, but shall not be

effective until each such party has executed at least one counterpart. Each counterpart shall constitute an original of this Acknowledgement but all the counterparts shall together constitute but one and the same instrument.

- 3.7 The Administrative Agent may terminate this letter by providing notice to the Account Holder and us that all of the Account Holder's relevant obligations secured by the Account are paid in full. The Administrative Agent may also terminate this letter upon 30 days' prior written notice to the Account Holder and us. We may terminate this letter upon 30 days' prior written notice to the Administrative Agent and the Account Holder. The Account Holder may not terminate this letter except with the written consent of the Administrative Agent and upon prior written notice to us.
- 3.8 A person who is not a signatory to this Acknowledgement (which latter reference does not include a reference to the Notice) has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or to enjoy the benefit of any term of this Acknowledgement.

This Acknowledgement and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Yours faithfully

.....
GTS Client Services
for and on behalf of
Bank of America, N.A., London Branch

Date:

Agreed and accepted

.....
for and on behalf of
Bank of America, N.A. as Administrative Agent

Date:

Agreed and accepted

.....
for and on behalf of
[Chargor] as Account Holder

SCHEDULE 4

SHARES

Chargor	Company Name	Type of Share	Number of Shares
Bowers & Wilkins Holding Limited	B&W Acquisition Ltd	Ordinary	100
B&W Acquisition Ltd	B & W Group Ltd	Ordinary	1,350,001
		Preferred Ordinary	800,000
B & W Group Ltd	B & W Group (Logistics) Ltd	Ordinary	100,000
B & W Group Ltd	Equity International Inc.	Ordinary	100,100
B & W Group Ltd	B&W Group (Asia) Limited	Ordinary	1000
B & W Group Ltd	B&W Group Germany GmbH	Ordinary	110,000
B & W Group Ltd	B&W Loudspeakers Espana S.A.	Ordinary	3400
B & W Group Ltd	B&W Group France SARL	Ordinary	600
B & W Group Ltd	B & W Loudspeakers Nederland BV	Ordinary	200
B & W Group Ltd	B & W Group (Schweiz) GmbH	Ordinary	20
B & W Group Ltd	B & W Group Belgium NV	Ordinary	898
			2
B & W Group Ltd	B & W Group Finland OY	Ordinary	300
B & W Group Ltd	Classe Audio Inc	Ordinary	750,000,000
B & W Group Ltd	B&W Group Production (HK) Ltd	Ordinary	1000
B & W Group Ltd	B&W Group (China) Ltd	Ordinary	1,019,700
B & W Group Ltd	B & W Loudspeakers Ltd	Ordinary	1

SCHEDULE 5

CHARGED ACCOUNTS

PART 1

BLOCKED ACCOUNTS

Chargor	Bank	Branch	Sort Code	Account No.
None at the date of this Deed.				

PART 2

OTHER ACCOUNTS

Chargor	Bank	Branch	Sort Code	Account No.
B & W Group Ltd	Bank of Nova Scotia	N/A	N/A	██████████ ██████████████████
B & W Group Ltd	Bank of Nova Scotia	N/A	N/A	██████████ ██████████████████

SCHEDULE 6**SPECIFIED INTELLECTUAL PROPERTY****Trademarks Registered in the United Kingdom**

	Chargor	Trademark	Status	Registration Number	Class
1.	B & W Group Ltd	683	Registered	UK00002435156	09
2.	B & W Group Ltd	684	Registered	UK00002435162	09
3.	B & W Group Ltd	685	Registered	UK00002435155	09
4.	B & W Group Ltd	686	Registered	UK00002435154	09
5.	B & W Group Ltd	802	Registered	UK00002011971	09
6.	B & W Group Ltd	A5	Registered	UK00002618753	09
7.	B & W Group Ltd	A7	Registered	UK00002618758	09
8.	B & W Group Ltd	ANNIVERSARY 40	Registered	UK00002409348	09
9.	B & W Group Ltd	ASW	Registered	UK00002327028	09
10.	B & W Group Ltd	B&W	Registered	UK00001330151	09
11.	B & W Group Ltd	B&W GROUP	Registered	UK00002382963	09
12.	B & W Group Ltd	BOWERS & WILKINS	Registered	UK00002050158	09
13.	B & W Group Ltd	C5	Registered	UK00002601350	09
14.	B & W Group Ltd	HEX	Registered	UK00003039611	09
15.	B & W Group Ltd	JOHN BOWERS	Registered	UK00002396639	09
16.	B & W Group Ltd	LCR	Registered	UK00002545305	09
17.	B & W Group Ltd	LIBERTY	Registered	UK00002476222	09
18.	B & W Group Ltd	MATRIX	Registered	UK00001314667	09
19.	B & W Group Ltd	MM-1	Registered	UK00002567735	09
20.	B & W Group Ltd	NAUTILUS	Registered	UK00002009791	09
21.	B & W Group Ltd	NAUTILUS 2-D shape	Registered	UK00002013609	09
22.	B & W Group Ltd	NAUTILUS 3-D shape	Registered	UK00002013614	09
23.	B & W Group Ltd	P3	Registered	UK00002618781	09
24.	B & W Group Ltd	P5	Registered	UK00002568232	09

	Chargor	Trademark	Status	Registration Number	Class
25.	B & W Group Ltd	P7	Registered	UK00002618774	09
26.	B & W Group Ltd	P9	Registered	UK00002618776	09
27.	B & W Group Ltd	PANORAMA	Registered	UK00002482257	09
28.	B & W Group Ltd	PM1	Registered	UK00002601340	09
29.	B & W Group Ltd	PV	Registered	UK00002398114	09
30.	B & W Group Ltd	PV1	Registered	UK00002398115	09
31.	B & W Group Ltd	SIGNATURE	Registered	UK00002331930	09
32.	B & W Group Ltd	SIGNATURE DIAMOND	Registered	UK00002429363	09
33.	B & W Group Ltd	SOCIETY OF SOUND	Registered	UK00002481317	09, 38, 41
34.	B & W Group Ltd	THOR	Registered	UK00002168091	09
35.	B & W Group Ltd	Z-1	Registered	UK00002432566	09
36.	B & W Group Ltd	Z2	Registered	UK00002618764	09
37.	B & W Group Ltd	ZEPPELIN	Registered	UK00002446627	09

Trademarks Registered in the United States of America

	Chargor	Trademark	Status	Registration Number	Class
1.	B & W Group Ltd	B&W	Renewed (Registered)	1419023	09
2.	B & W Group Ltd	B&W	Renewed (Registered)	1859490	09, 37
3.	B & W Group Ltd	BOWERS & WILKINS	Registered	2932811	09
4.	B & W Group Ltd	CLASSE	Registered	3113681	09
5.	B & W Group Ltd	CLASSE AUDIO logo	Renewed (Registered)	1827295	09
6.	B & W Group Ltd	CLASSE logo	Registered	3053256	09, 37
7.	B & W Group Ltd	NAUTILUS	Renewed (Registered)	2074928	09
8.	B & W Group Ltd	ZEPPELIN	Registered	3674925	09
9.	B & W Group Ltd	A7	Registered	4450024	09
10.	B & W Group Ltd	Z2	Registered	4450025	09
11.	B & W Group Ltd	A5	Registered	4453445	09

	Chargor	Trademark	Status	Registration Number	Class
12.	B & W Group Ltd	P5	Registered	4288323	09
13.	B & W Group Ltd	C5	Registered	4288314	09
14.	B & W Group Ltd	LISTEN AND YOU'LL SEE	Registered	4150061	09
15.	B & W Group Ltd	QUICKDOGS	Registered	4049914	09
16.	B & W Group Ltd	SOCIETY OF SOUND	Registered	3904760	09, 38, 41
17.	B & W Group Ltd	LM1	Registered	3733090	09
18.	B & W Group Ltd	685	Registered	3606545	09
19.	B & W Group Ltd	686	Registered	3447650	09
20.	B & W Group Ltd	683	Registered	3676932	09
21.	B & W Group Ltd	684	Registered	3676933	09
22.	B & W Group Ltd	Z-1	Registered	3491128	09
23.	B & W Group Ltd	CM	Registered	3673055	09
24.	B & W Group Ltd	705	Renewed (Registered)	2627458	09
25.	B & W Group Ltd	704	Renewed (Registered)	2653428	09
26.	B & W Group Ltd	703	Renewed (Registered)	2671119	09
27.	B & W Group Ltd	700 SERIES	Renewed (Registered)	2651246	09
28.	B & W Group Ltd	T7	Registered	4834928	09
29.	B & W Group Ltd	AM	Registered	4694020	09
30.	B & W Group Ltd	P7	Registered	4694004	09
31.	B & W Group Ltd	P9	Registered	4694005	09

Patents Registered in the United Kingdom

	Chargor	Title	Application Number	Publication Number	Status
1.	B & W Group Ltd	Auxiliary bass radiator unit for mounting in an aperture in a loudspeaker enclosure ("Hinged ABR")	GB9825753.8	GB2344248	Granted
2.	B & W Group Ltd	Loudspeaker drive units and loudspeaker systems	GB9907650.7	GB2348563	Granted

	Chargor	Title	Application Number	Publication Number	Status
		("Negative Spring")			
3.	B & W Group Ltd	Acoustic Structures ("Aerolam")	GB0017995.2	GB2365250	Granted
4.	B & W Group Ltd	Distributed mode panel type loudspeakers ("NX2")	GB0026123.0	GB2368484	Granted
5.	B & W Group Ltd	Loudspeaker system ("Curled up horns")	GB0122861.8	GB2380091	Granted
6.	B & W Group Ltd	Suspension for the voice coil of a loudspeaker drive unit ("Spiders")	GB0220575.5	GB2392795	Granted
7.	B & W Group Ltd	Diaphragms for Loudspeaker drive units ("Wound foam")	GB0314205.6	GB2403091	Granted
8.	B & W Group Ltd	Tweeter dome ("Diamond Tweeter")	GB0408458.8	GB2413234	Granted
9.	B & W Group Ltd	Loudspeaker systems ("port/ABR & feedback")	GB0408240.0	GB2413233	Granted
10.	B & W Group Ltd	Loudspeaker enclosure for mounting in an aperture in a cavity wall ("Hinge enclosure")	GB0915392.5	GB2473229	Granted
11.	B & W Group Ltd	Zip dogs	GB1415897.6	GB2517846	Granted
12.	B & W Group Ltd	Decoupled drive unit for a loudspeaker enclosure ("Decoupled bass unit")	GB1120960.8	GB2497315	Pending
13.	B & W Group Ltd	Corinth/P9 headphones with omnidirectional resilient mount	GB1305142.0	GB2512105	Pending
14.	B & W Group Ltd	Tweeter dome ("Stepped Tweeter")	GB1216623.7	GB2505953	Pending
15.	B & W Group Ltd	Rotating docking connector ("Rotatable iPod doc" Z2)	GB1217706.9	GB2508331	Pending
16.	B & W Group Ltd	P7 headphones with trapped cable & plug & rotating socket	GB1304946.5	GB2512066	Pending
17.	B & W Group Ltd	Sandwich cone (Banada and/or lozenge cross-section)	GB1501580.3	GB2534859	Pending
18.	B & W Group Ltd	Tuned mass damper on	GB1318890.9	GB2519573	Pending

	Chargor	Title	Application Number	Publication Number	Status
		loudspeaker chassis			
19	B & W Group Ltd	Sparkly glass fibre reinforced cones	GB15009347.9	Not available	Pending
20	B & W Group Ltd	Square chassis	GB1412354.1	GB2528119	Pending
21	B & W Group Ltd	ABR roll	GB1408062.6	GB2525888	Pending
22	B & W Group Ltd	Zip dogs	GB1515913.0	GB2530177	Pending
23	B & W Group Ltd	Redundant links for reliable communication	GB1611328.4	GB2551975	Granted

Patients Registered in the United States of America

	Chargor	Title	Status	Patent Registration No./ Application No.	Issue Date/ Application Date
1.	B & W Group Ltd	Loudspeaker enclosures for mounting in an aperture in a cavity wall	Issued	8526655 / 2010872548	09/03/2013 / 08/31/2010
2.	B & W Group Ltd	Earphone	Issued	D654056 / 2010361113	11/05/2009 / 05/05/2010
3.	B & W Group Ltd	Speaker	Issued	D641731 / 2010361117	11/05/2009 / 05/05/2010
4.	B & W Group Ltd	Loudspeaker	Issued	D640238 / 2007287958	09/19/2007 / 10/04/2007
5.	B & W Group Ltd	Diaphragms for loudspeaker drive units	Issued	7510048 / 2003560777	03/31/2009 / 12/14/2005
6.	B & W Group Ltd	Loudspeaker	Issued	D588108 / 2007287785	03/10/2009 / 09/19/2007
7.	B & W Group Ltd	Suspension for the voice coil of a loudspeaker drive unit	Issued	7366318 / 2003526544	04/29/2008 / 03/17/2005
8.	B & W Group Ltd	Loudspeaker systems	Issued	7201252 / 2003490359	04/10/2007 / 03/22/2004
9.	B & W Group Ltd	Acoustic structures	Issued	6896096 / 2002333203	05/24/2005 / 05/05/2003
10	B & W Group Ltd	Loudspeaker systems	Issued	6377696 / 1999403198	04/23/2002 / 10/15/1999
11	B & W Group Ltd	Loudspeaker unit	Issued	6219432 / 1998214623	04/17/2001 / 01/11/1999

	Chargor	Title	Status	Patent Registration No./ Application No.	Issue Date/ Application Date
12	B & W Group Ltd	Enclosures for loudspeaker drive units	Issued	6019188 / 1997951656	02/01/2000 / 10/16/1997
13	B & W Group Ltd	Decoupled drive unit for a loudspeaker enclosure	Published (Issued)	20140348369	06/04/2014

SCHEDULE 7
SPECIFIED EQUIPMENT

None at the date of this Deed.

SCHEDULE 8

DEED OF ACCESSION

THIS DEED OF ACCESSION is dated [] and made

BETWEEN:-

- (1) [] **LIMITED** [registered in England with number [] whose registered office is at []][a corporation organised and existing under the laws of [] whose principal place of business is at []][of []] (the "**New Chargor**");
- (2) [] [registered in England with number [] whose registered office is at []][a corporation organised and existing under the laws of [] whose principal place of business is at []][of []] for itself and as agent for and on behalf of each of the other Chargors presently party to the Debenture (as defined below) (the "**Company**"); and
- (3) [**ADMINISTRATIVE AGENT**] (the "**Administrative Agent**").

WHEREAS:-

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

IT IS AGREED as follows:-

1. Terms defined in the Debenture have the same meaning when used in this Deed.
2. The New Chargor agrees to become a party to and bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to the Debenture in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed).
3. The New Chargor undertakes to be bound by all of the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.
4. The New Chargor grants to the Administrative Agent the assignments, charges, mortgages and other Security described in the Debenture as being granted, created or made by Chargors under the Debenture and agrees to be bound by Clause 16.1 (*Guarantee and Indemnity*) of the Debenture to the intent that its assignments, charges, mortgages and other Security shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession.

5. The Debenture and this Deed shall be read and construed as one to the extent and so that references in the Debenture to:-
 - 5.1 this Deed and similar phrases shall be deemed to include this Deed;
 - 5.2 Schedule 2 (*Land charged by way of legal mortgage*) shall be deemed to include a reference to Part 1 of the Schedule to this Deed;
 - 5.3 Schedule 4 (*Shares*) shall be deemed to include a reference to Part 2 of the Schedule to this Deed;
 - 5.4 Schedule 5 (*Charged Accounts*) shall be deemed to include a reference to Part 3 of the Schedule to this Deed;
 - 5.5 Schedule 6 (*Specified Intellectual Property*) shall be deemed to include a reference to Part 4 of the Schedule to this Deed; and
 - 5.6 Schedule 7 (*Specified Equipment*) shall be deemed to include a reference to Part 5 of the Schedule to this Deed.
6. The parties agree that the bank accounts of the New Chargor specified in Part 3 of the Schedule to this Deed:-
 - 6.1 as Other Accounts shall be designated as Other Accounts; and
 - 6.2 as Blocked Accounts shall be designated as Blocked Accounts, for the purposes of the Debenture.
7. The Company, for itself and as agent for and on behalf of the other Chargors under the Debenture, agrees and consents to all of the matters provided for in this Deed.
8. Without limiting the generality of the other provisions of this Deed and the Debenture, pursuant to the terms of this Deed and the Debenture, the New Chargor as security for the payment and performance of the Secured Liabilities, and in the manner specified in Clause 4 (*Nature of Security Created*) of the Debenture:-
 - 8.1 charges to the Administrative Agent by way of legal mortgage all of the property (if any) now belonging to it brief descriptions of which are specified in Schedule 2 (*Land charged by way of legal mortgage*) to the Debenture and/or Part 1 of the Schedule to this Deed; and
 - 8.2 mortgages or (if to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge to the Administrative Agent all of the Shares (if any) brief descriptions of which are specified in Part 2 of the Schedule to this Deed (which shall from today's date form part of the Shares for the purposes of the Debenture) and all related Distribution Rights;
 - 8.3 charges to the Administrative Agent by way of a fixed charge all of its right, title and interest in and to:-
 - 8.3.1 the Blocked Account(s) specified in Part 3 of the Schedule to this Deed; and
 - 8.3.2 all monies standing to the credit of such Blocked Account(s) and the debts represented by them;
 - 8.4 charges to the Administrative Agent by way of fixed charge its Intellectual Property Rights (if any) specified in Part 4 of the Schedule to this Deed (which shall from today's date form part of the Specified Intellectual Property of the Chargors for the purposes of the Debenture); and
 - 8.5 mortgages or (if to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge to the Administrative Agent all of its right, title and interest in and to the Equipment (if any) brief descriptions of which are specified in Part 5 of the Schedule to this

Deed (which shall from today's date form part of the Specified Equipment for the purposes of the Debenture) and all spare parts and replacements for and all modifications and additions to such Specified Equipment.

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

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

SCHEDULE

PART 1

LAND

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

PART 2

SHARES

[Insert details of all Shares of the New Chargor].

PART 3

CHARGED ACCOUNTS

Blocked Accounts

[Insert details of all Blocked Accounts of the New Chargor].

Other Accounts

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

PART 4

SPECIFIED INTELLECTUAL PROPERTY

[Insert details of any registered Intellectual Property owned by the New Chargor].

PART 5

SPECIFIED EQUIPMENT

[Insert details of any Equipment owned by the New Chargor which is to be Specified Equipment].

SIGNATORIES

[to the Deed of Accession]

The New Chargor

Executed as a Deed (but not delivered until the date of this Deed) by [.....] LIMITED acting by

.....
Full Name (Director/Attorney)
in the presence of:

.....
Signature of Director/Attorney

.....
Full Name (Witness)
.....
.....

.....
Address

.....
Signature of Witness

The Company

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

Executed as a Deed (but not delivered until the date of this Deed) by [COMPANY] acting by

.....
Full Name (Director/Attorney)
in the presence of:

.....
Signature of Director/Attorney

.....
Full Name (Witness)
.....
.....

.....
Address

.....
Signature of Witness

The Administrative Agent

[ADMINISTRATIVE AGENT]
by

SCHEDULE 9

FORM OF DEED OF INDEMNITY

[Date]

To: Bank of America, N.A.
2 King Edward Street
London
EC1A 1HQ

solely in your capacity as account bank (you or your which expressions shall include your successors and assigns)

For the Attention of: GTS Client Services

We, **[insert name of Account Holder]**, refer to our letter addressed to you dated [] notifying you that we have charged all our rights, title and interest in and to certain designated accounts (such notice, as it may from time to time be amended, varied, supplemented, novated, revoked or replaced, the "**Notice**"). Terms defined in the Notice and not otherwise defined in this letter will have the meaning ascribed to them in the Notice.

In consideration of you acknowledging receipt of the Notice and accepting the instructions and authorisations contained the Notice by signing the form of acknowledgement attached to the Notice (such acknowledgement, as the same may from time to time be amended, varied, supplemented, novated or replaced, the "**Acknowledgement**"), we irrevocably and unconditionally:-

1. agree to indemnify you and to keep you indemnified against all losses, claims, liabilities, actions, proceedings, demands, damages, costs and expenses (including without limitation, legal fees and allocated costs for in-house legal services) (collectively Damages) in any way arising out of or in connection with (i) the Notice, (ii) the Acknowledgement and/or (iii) your provision of any of the services described in the Notice and/or the Acknowledgement, except in the event such Damages are directly caused by your gross negligence; and agree that this indemnity shall survive termination of this letter without limit in time;
2. for the avoidance of doubt, agree that nothing in the Notice and/or the Acknowledgement shall prejudice or affect (i) our obligation to pay, and your right to debit from any accounts (other than the Accounts) maintained from time to time by us with you (the "**Other Accounts**"), all your fees, charges, costs (including for non-receipt of monies advised to be received by you), out of pocket expenses and commissions (together the "**Charges**") as contemplated by the International Account Agreement that we have executed with you (the "**IAA**"), including, without limitation, all Charges in connection with any of the Accounts whether or not related to the Notice and/or Acknowledgement or otherwise, or (ii) any right you may have to make or exercise any claims or demands or any rights of retention, combination, consolidation, merger, application or set-off or any equities or any other rights you may have howsoever arising against or in respect of any of the Other Accounts and any monies from time to time held in any Other Accounts or standing to the credit thereof;
3. authorise you (without prejudice to any other rights you may have howsoever arising) to, without notice, debit from time to time from any Other Accounts any Charges in connection with any Accounts and/or any liability we may have to you under this letter, the IAA or otherwise;
4. authorise you (without prejudice to any other rights you may have howsoever arising) to, without notice, debit from time to time from any Other Accounts (i) for any reasonable costs in connection with any reversal by you as contemplated by the Acknowledgement of any credit entry to any Account, together with related interest, (ii) in relation to any credit entry to any Account that you are entitled to reverse under the Acknowledgement, any amount equivalent to the amount of such credit entry and/or any related interest and reasonable costs and/or (iii) in relation to any amount credited (whether provisionally or otherwise) to

any Account, an amount equivalent to such amount and/or any part thereof to be refunded or that you may refund under or in connection with any direct debit scheme, indemnity, guarantee or arrangement (each amount that you may so debit from any Other Accounts under this sub-paragraph 4, a **Relevant Amount**");

5. agree to pay you on demand any Relevant Amount;
6. agree that, without prejudice to the generality of the foregoing, if there are insufficient funds in any Other Account for you to debit any Relevant Amount under sub-paragraph 4 above, we will, on demand by you, deposit sufficient funds in such Other Account specified by you for you to make such debit;
7. agree that we shall pay to you, upon receipt of your invoice, all costs, expenses and legal fees (including allocated costs for in-house legal services) incurred by you in connection with the preparation, administration and enforcement the Acknowledgement and/or the Notice and/or this letter;
8. agree that the indemnity in this letter shall be a continuing security to you and shall not be satisfied by any intermediate payment or settlement of account. Your rights under this letter shall be in addition to, and shall not in any way be prejudiced or affected by, any other indemnity or other security whatsoever which you may now or hereafter hold, whether from us or otherwise and may be enforced without first having recourse to any such other indemnity or other security;
9. agree that no delay or omission on your part in exercising any right, power, privilege or remedy in respect of this letter shall impair such right, power, privilege or remedy, or be construed as waiver of it, nor shall any single or partial exercise of any such right, power, privilege or remedy preclude any further exercise of it or other exercise of any right, power, privilege or remedy and agree that the rights herein provided are cumulative and not exclusive of any other rights, powers, privileges or remedies available to you at law or otherwise;
10. agree that the provisions of this letter shall continue to bind us notwithstanding any transfer, assignment, amalgamation, merger or reconstruction effected by you; and
11. agree that this letter may not be terminated by us except with your prior written consent and that termination of this letter will not release us from any of our liabilities or obligations hereunder which shall at that time have arisen or accrued, including those which become effective or continue to be effective on or after termination.

A person who is not an addressee or signatory to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or to enjoy the benefit of any term of this letter.

This letter, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law.

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed and a dispute relating to any non-contractual obligations arising out of or in connection with this Deed) (a "**Dispute**"). We agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly we will not argue to the contrary.

This letter of indemnity has been executed as a deed and has been entered into on [.....].

EXECUTED AS A DEED by [*insert full legal name of Account Holder*]

.....
Director

.....
Director/Secretary

EXECUTION PAGE

THE CHARGORS

EXECUTED as a Deed
by **B&W GROUP LTD**
acting by a duly authorised Director,
in the presence of:-

)
)
)
)



Signature of witness:



Director

Name of witness: *G. RENOWDEN*

Address:

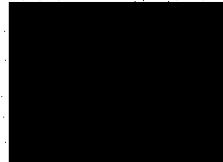


Occupation:

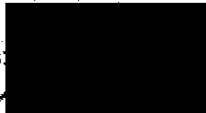
WINDOW CLEANER

EXECUTED as a Deed
by **BOWERS & WILKINS HOLDING LTD**
acting by a duly authorised Director,
in the presence of:-

)
)
)
)



Signature of witness:



Director

Name of witness: *G. RENOWDEN*

Address:



Occupation:

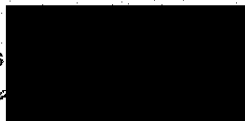
WINDOW CLEANER

EXECUTED as a Deed
by **B&W GROUP (LOGISTICS) LTD**
acting by a duly authorised Director,
in the presence of:-

)
)
)
)



Signature of witness:



Director

Name of witness:

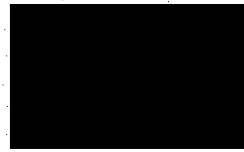


Address:

Occupation: *WINDOW CLEANER*

EXECUTED as a Deed
by **B&W ACQUISITION LTD**
acting by a duly authorised Director,
in the presence of:-

)
)
)
)



Signature of witness



Director

Name of witness: *G. RENAUDIN*

Address:



Occupation:

WINDOW CLEANER

THE ADMINISTRATIVE AGENT

LUCID TRUSTEE SERVICES LIMITED

By:

Name:

Title:

Paul Barton
Director