



Registration of a Charge

Company name: **Iridium Midco Limited**

Company number: **10241385**



X5G3CYRE

Received for Electronic Filing: **22/09/2016**

Details of Charge

Date of creation: **19/09/2016**

Charge code: **1024 1385 0004**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED (AS SECURITY AGENT FOR THE BENEFICIARIES)**

Brief description: **ALL CURRENT AND FUTURE LAND (INCLUDING ANY LEASEHOLD INTEREST ONLY TO THE EXTENT THAT SUCH LEASEHOLD INTEREST IS NOT PROHIBITED UNDER ITS TERMS FROM BEING CHARGED OR HAS, BY VIRTUE OF OBTAINING LESSOR'S CONSENT, CEASED TO BE A FLOATING CHARGE PROPERTY) AND INTELLECTUAL PROPERTY OWNED BY THE COMPANY (TO THE EXTENT THAT ANY CONSENT OF A RELEVANT PERSON TO CHARGE THAT INTELLECTUAL PROPERTY HAS BEEN OBTAINED), IN EACH CASE AS SPECIFIED (AND DEFINED) IN THE DEBENTURE REGISTERED BY THIS FORM MR01 (THE "DEBENTURE"). FOR MORE DETAILS, PLEASE REFER TO THE DEBENTURE.**

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

Authentication of Instrument

Certification statement: **SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006, I CERTIFY THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A TRUE AND COMPLETE COPY OF THE COMPOSITE ORIGINAL SEEN BY ME.**

Certified by: **ALISTAIR HANDY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10241385

Charge code: 1024 1385 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th September 2016 and created by Iridium Midco Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd September 2016 .

Given at Companies House, Cardiff on 23rd September 2016

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

19 September 2016

IRIDIUM MIDCO LIMITED
and certain of its Subsidiaries
(as Chargors)

- and -

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
(as Security Agent)

DEBENTURE

This Deed is entered into with the benefit of (and subject to the terms of)
the Intercreditor Agreement (as defined herein)

Save for material redacted pursuant to s859G of the
Companies Act 2006, I certify that this is a true and
complete copy of the composite original seen by me

Name: ALISTAIR HANDY
Title: Solicitor

Date: 22/09/2016

Hogan Lovells International LLP (Ref: F3)
Atlantic House, Holborn Viaduct, London EC1A 2FG



Ref: F3/HANDYALI/5337243

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CONTENTS

CLAUSE	PAGE
1. DEFINITIONS AND INTERPRETATION	1
2. COVENANT TO PAY	6
3. CREATION OF SECURITY	6
4. CRYSTALLISATION	10
5. TITLE DOCUMENTS, INSURANCE POLICIES AND TRANSFERS	12
6. COLLECTION OF RECEIVABLES	13
7. NEGATIVE PLEDGE AND OTHER RESTRICTIONS	14
8. RIGHT OF APPROPRIATION	14
9. FURTHER ASSURANCE	15
10. CONTINUING SECURITY	15
11. LAND	16
12. INTELLECTUAL PROPERTY RIGHTS	17
13. SPECIFIED INVESTMENTS	18
14. OPENING OF NEW ACCOUNTS	20
15. POWERS OF SALE, LEASING AND ACCEPTING SURRENDERS	20
16. APPOINTMENT OF A RECEIVER OR AN ADMINISTRATOR	20
17. POWERS OF A RECEIVER	21
18. POWER OF ATTORNEY	22
19. OTHER POWERS EXERCISABLE BY THE SECURITY AGENT	23
20. APPLICATION OF MONEY RECEIVED BY THE SECURITY AGENT OR A RECEIVER	23
21. PROTECTION OF THIRD PARTIES	24
22. PROTECTION OF THE SECURITY AGENT AND RECEIVER	24
23. SECURITY AGENT	24
24. COSTS, EXPENSES AND LIABILITIES	25
25. INTEREST ON OVERDUE AMOUNTS	25
26. SET-OFF	25
27. TRANSFER BY A BENEFICIARY	26
28. ACCESSION OF A NEW CHARGOR	26
29. RELEASE OF SECURITY	26
30. THIRD PARTY RIGHTS	27
31. JOINT AND SEPARATE LIABILITY	27
32. FORBEARANCE, SEVERABILITY, VARIATIONS AND CONSENTS	27
33. COUNTERPARTS	28
34. NOTICES	28
35. GOVERNING LAW	29

36.	ENFORCEMENT	29
	SCHEDULES	30
1.	THE CHARGORS	30
2.	REGISTERED LAND TO BE MORTGAGED	31
3.	FORM OF DEED OF ACCESSION AND CHARGE FOR A NEW CHARGOR	32
4.	COLLECTION OF RECEIVABLES	39
5.	FORM OF NOTICE RE. MANDATORY PREPAYMENT ACCOUNT	43
6.	SPECIFIED INTELLECTUAL PROPERTY	47
7.	FORMS OF NOTICE OF ASSIGNMENT	48
8.	FORM OF NOMINEE'S UNDERTAKING RELATING TO SPECIFIED INVESTMENTS	56
9.	FORM OF LETTER OF DIRECTION	59
10.	DETAILS OF DEBTS OWING TO A CHARGOR BY ANOTHER MEMBER OF THE GROUP WHICH ARE SUBJECT TO A FIXED CHARGE	61

THIS DEBENTURE is made on 19 September 2016

BETWEEN:

- (1) THE COMPANIES named in Schedule 1 (*The Chargors*); and
- (2) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED as Security Agent.

WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions:** Unless the context otherwise requires, words or expressions defined in the Facilities Agreement shall have the same meanings in this Debenture and this construction shall survive the termination of the Facilities Agreement. In addition, in this Debenture:

"Acquisition Agreement Claims" in relation to each Chargor, means all of its rights, title and interest and benefit in and to, and any sums payable to it pursuant to all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of that Chargor, and any rights of abatement or set-off, and all other rights of recovery of that Chargor under or pursuant to the Acquisition Agreement or any other Acquisition Document.

"Account Bank" means HSBC Bank plc or any other major UK clearing bank which the Parent may nominate from time to time.

"Act" means the Companies Act 2006.

"Assets" means in relation to a Chargor, all its undertaking, property, assets, revenues and rights of every description, or any part of them.

"Beneficiary" means each Finance Party and each Hedge Counterparty.

"Chargor" means each company named in Schedule 1 (*The Chargors*) and (with effect from its accession) each other company which executes a Deed of Accession and Charge and any company which subsequently adopts the obligations of a Chargor.

"Company" means Iridium Bidco Limited, a limited liability company incorporated under the laws of England and Wales with registered number 01241368.

"Declared Default" means the Agent first exercising its respective rights under Clause 28.18 (*Acceleration*) of the Facilities Agreement.

"Deed of Accession and Charge" means a deed of accession and charge substantially in the form of Schedule 3 (*Form of Deed of Accession and Charge for a New Chargor*).

"Default" means a Default under and as defined in the Facilities Agreement.

"Derivative Rights" includes:

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
- (b) dividends, distributions, interest and other income paid or payable in relation to any Investments; and

- (c) stock, shares and securities offered in addition to or substitution for any Investments.

"Event of Default" means an Event of Default under and as defined in the Facilities Agreement.

"Facilities Agreement" means the facilities agreement dated on or around the date of this Debenture and made between Iridium Midco Limited (as Parent), the Original Borrowers, the Original Guarantors, the Original Lenders, HSBC Bank plc and Barings Global Advisers Limited as Arrangers, HSBC Bank plc as Agent and HSBC Corporate Trustee Company (UK) Limited as Security Trustee.

"Finance Document" means the Facilities Agreement, any Accession Deed, any Accordion Facility Accession Letter, any Accordion Facility Commitment Notice, any Accordion Facility Request, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, and any other document designated as a "Finance Document" by the Agent and the Parent.

"Finance Party" means the Agent, the Security Agent, the Arrangers, the Lenders and any Ancillary Lender.

"Financial Collateral" in relation to a Chargor, means any of its Assets comprising financial collateral within the meaning of the Financial Collateral Regulations.

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No.2) Regulations 2003, as amended.

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3.1 (*Assignments*) or within a mortgage or fixed charge created by Clause 3.2 (*Fixed security*) or arising on crystallisation of a floating charge whether under Clause 4 (*Crystallisation*) or otherwise.

"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 3.3 (*Creation of floating charge*) but, in relation to Assets situated in Scotland and charged by Clause 3.3(b) only in so far as concerns the floating charge over that Asset.

"Floating Charge Property" means any leasehold interests owned by a Chargor which that Chargor is prohibited under the terms of the lease from charging or for which landlord consent is required and has not yet been obtained in accordance with Clause 3.7(a) (*Lessor's consent*).

"Group" means the Parent and its Subsidiaries for the time being (and including the Target Group on or after the Closing Date).

"Hedge Counterparty" has the meaning given to that term in the Intercreditor Agreement.

"Hedging Agreements" has the meaning given to that term in the Intercreditor Agreement.

"Insurance Policy" means any contract or policy of insurance of any Chargor (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest at any time.

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, domain names, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world (which may now or in the future subsist) and, in each case, any extensions and renewals of, and any applications for, such rights.

"Intellectual Property Rights" in relation to a Chargor, means all and any of its Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to paragraphs (c)(xii) to (xiv) inclusive of Clause 3.2 (*Fixed security*).

"Intercreditor Agreement" means the intercreditor agreement dated on or about the date of this Debenture and made between, amongst others, HSBC Bank plc as Agent, the Financial Institutions named on the signing pages as Lenders, HSBC Bank plc and Barings Global Advisers Limited as Arrangers, the Entities named on the signing pages as Vendor, the Entities named on the signing pages as Investor Loan Note Holders, the Entity named on the signing pages of Management Loan Note Holder, Iridium Midco Limited as Parent, the Company, the Companies named on the signing pages as Intra-Group Lenders, the Subsidiaries of the Parent named on the signing pages as Debtors and HSBC Corporate Trustee Company (UK) Limited as security trustee for the Secured Parties (each term as defined therein).

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise.

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

"Letter of Direction" means a letter of direction substantially in the form of the appropriate letter set out in Schedule 9 (*Forms of Letter of Direction*).

"Liability" means any liability, damage, loss, costs, claim or expense of any kind or nature, whether direct, indirect, special, consequential or otherwise.

"Mandatory Prepayment Account" means an interest bearing account:

- (a) held in England by a Chargor with the Agent or Security Agent;
- (b) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account;
- (c) subject to a fixed charge under Clause 3.2 of this Debenture;
- (d) from which no withdrawals may be made by any members of the Group except as contemplated by the Facilities Agreement.

"New Chargor" means a member of the Group which becomes a Chargor under this Debenture in accordance with Clause 28 (*Accession of a New Chargor*).

"Parent" means Iridium Midco Limited a limited liability company incorporated under the laws of England and Wales with registered number 10241385.

"Party" means a party to this Debenture.

"Receivables" in relation to a Chargor, means all sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 3.2 (*Fixed security*).

"Receiver" means a receiver and manager appointed under Clause 16 (*Appointment of a Receiver or an Administrator*) including (where the context requires or permits) any substituted receiver and manager.

"Relevant System" has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Investments.

"Secured Sums" 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 Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with:

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document; and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents.

"Security Agent" means HSBC Corporate Trustee Company (UK) Limited acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents.

"Specified Intellectual Property" means the Intellectual Property listed in Schedule 6 (*Specified Intellectual Property*).

"Specified Investments" means, in relation to a Chargor, all Investments which at any time:

- (a) represent a holding in a Subsidiary of such Chargor or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Act "30 per cent or more" were substituted for "a majority";
- (b) are held in the name of the Security Agent or its nominee or to its order; or
- (c) that Chargor has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee.

"Structural Intra-Group Loan" means a loan from the Parent to the Company, and loans made by the Company to another member of the Group specified in the Structure Memorandum.

1.2 **Interpretation:** Unless the context otherwise requires, the interpretative provisions set out in the paragraphs below shall apply in this Debenture.

- (a) References to any Party shall be construed so as to include that Party's respective successors in title, permitted assigns and permitted transferees.
- (b) **"Including"** and **"in particular"** shall not be construed restrictively but shall mean respectively "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing".
- (c) A **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, joint venture, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing.
- (d) **"Property"** includes any interest (legal or equitable) in real or personal property and any thing in action.
- (e) **"Variation"** includes any variation, amendment, accession, novation, restatement, modification, assignment, transfer, supplement, extension, deletion or replacement however effected and **"vary"** and **"varied"** shall be construed accordingly.
- (f) **"Writing"** includes facsimile transmission legibly received except in relation to any certificate, notice or other document which is expressly required by this Debenture to be signed and **"written"** has a corresponding meaning.
- (g) Subject to Clause 32.4 (*Variations*), references to this Debenture or to any other document (including any Finance Document) include references to this Debenture or such other document as varied in any manner from time to time, even if changes are made to the composition of the parties to this Debenture or such other document or to the nature or amount of any facilities made available under such other document and, in addition, references to this Debenture shall include (with effect from the date on which it comes into force) each Deed of Accession and Charge executed pursuant to it.
- (h) References to uncertificated Investments are to Investments the title to which can be transferred by means of an electronic or other entry in a Relevant System and references to certificated Investments are to Investments which are not uncertificated Investments.
- (i) The singular shall include the plural and vice versa and any gender shall include the other genders.
- (j) Clauses, paragraphs and Schedules shall be construed as references to Clauses and paragraphs of, and Schedules to, this Debenture.
- (k) Any reference to any statute or statutory instrument or any section of it shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force in relation to the particular circumstances.
- (l) Headings in this Debenture are inserted for convenience and shall not affect its interpretation.
- (m) A Default (other than an Event of Default) is **"continuing"** for the purposes of the Finance Documents if it has not been remedied or waived and an Event of Default for those purposes is "continuing" if it has not been waived.

- 1.3 **Conflict of terms:** If any conflict arises between the covenants and undertakings in Clause 11 (*Land*) and Clause 12 (*Intellectual Property Rights*) and the covenants and undertakings in Clause 25 (*General Undertakings*) of the Facilities Agreement, the covenants and undertakings given in the Facilities Agreement shall prevail.

2. **COVENANT TO PAY**

- 2.1 **Covenant to pay:** Each Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge the Secured Sums at the times and in the manner provided in the relevant Finance Documents.

- 2.2 **Proviso:** The covenants contained in this Clause and the security created by this Debenture shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

2.3 **Demands:**

- (a) The making of one demand shall not preclude the Security Agent from making any further demands.
- (b) Any third party dealing with the Security Agent or any Receiver shall not be concerned to see or enquire as to the validity of any demand under this Debenture.

3. **CREATION OF SECURITY**

- 3.1 **Assignments:** Each Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns absolutely to the Security Agent:

- (a) the benefit of all its Acquisition Agreement Claims;
- (b) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies;
- (c) all its rights, title and interest from time to time in respect of the Hedging Agreements; and
- (d) all its rights, title and interest from time to time in respect of any Structural Intra-Group Loans.

- 3.2 **Fixed security:** Each Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges to the Security Agent:

- (a) by way of legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Debenture, in each case as described in Schedule 2 (*Registered Land to be Mortgaged*);
- (b) by way of legal mortgage, all other Land in England and Wales now vested in it and not registered at the Land Registry;
- (c) by way of fixed charge:
 - (i) all other Land which is now, or in the future becomes, its property (including any leasehold interest only to the extent that such leasehold interest is not prohibited under its terms from being charged or has by

virtue of obtaining lessor's consent pursuant to Clause 3.7(a) ceased to be a Floating Charge Property);

- (ii) all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to it (including any leasehold interest only to the extent that such leasehold interest is not prohibited under its terms from being charged or such leasehold interest has by virtue of obtaining lessor's consent pursuant to Clause 3.7(a) ceased to be a Floating Charge Property);
- (iii) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 3.2;
- (iv) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
- (v) all Specified Investments which are now its property, including all proceeds of sale derived from them;
- (vi) all Specified Investments in which that Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
- (vii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;
- (viii) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
- (ix) all Insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Debenture;
- (x) all its goodwill and uncalled capital for the time being;
- (xi) where Specified Investments are held in a Relevant System, all its rights against the operator of the Relevant System or any participant in respect of such Specified Investments;
- (xii) all Specified Intellectual Property belonging to it;
- (xiii) all other Intellectual Property presently belonging to it, including its interest in any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others (to the extent that any consent of a relevant person has been obtained);
- (xiv) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others (to the extent that any consent of a relevant person has been obtained);

- (xv) the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- (xvi) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xvii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(ix) to (xiv) inclusive of this Clause;
- (xviii) all trade debts now or in the future owing to it;
- (xix) all debts owing to it as described in Schedule 10 (*Details of Debts Owing to a Chargor by another member of the Group which are subject to a fixed charge*);
- (xx) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xxi) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3.1 (*Assignments*);
- (xxii) any beneficial interest, claim or entitlement it has in any pension fund now or in the future;
- (xxiii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Debenture;
- (xxiv) all moneys at any time standing to the credit of the Mandatory Prepayment Account; and
- (xxv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

3.3 Creation of floating charge: Each Chargor, with full title guarantee, charges to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge:

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3.1 (*Assignments*) or charged by any fixed charge contained in Clause 3.2 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*); and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that such Chargor shall not create any Security over any such Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) with respect to any such Asset, and such Chargor shall not, without the consent of the Security

Agent, sell, transfer, part with or dispose of any such Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document).

3.4 Notices of Assignment:

- (a) The Company shall on the date of this Debenture, execute a notice of assignment in respect of the Acquisition Agreement Claims in substantially the form set out in Part 1 of Schedule 7 (*Forms of Notice of Assignment/Charge*) and, as soon as reasonably practicable, deliver that notice to the Vendor.
- (b) The Chargors shall on the date of the Debenture give notice to the insurers (and any broker) of the security over the Insurance Policies and their proceeds created by this Debenture substantially in the form set out at Part 3 of Schedule 7 (*Forms of Notice Assignment*) and otherwise comply with its obligations in Clause 25.28 (*Insurance*) of the Facilities Agreement.
- (c) The Company shall on the date of this Debenture (or, if later, on the date on which it enters into the Hedging Agreements) execute a notice of assignment in respect of the Hedging Agreements in substantially the form set out in Part 2 of Schedule 7 (*Forms of Notice of Assignment*) and immediately deliver the notice to each Hedge Counterparty.
- (d) The Company and the Parent shall request the execution and delivery to the Security Agent of acknowledgments by the addressees of the notices delivered to them pursuant to paragraphs (a), (b) and (c) above.

3.5 Priority:

- (a) Any fixed Security created by a Chargor and subsisting in favour of the Security Agent shall (save as the Security Agent may otherwise declare at or after the time of its creation) have priority over the floating charge created by Clause 3.3 (*Creation of floating charge*).
- (b) Any Security created in the future by a Chargor (except in favour of the Security Agent) shall be expressed to be subject to this Debenture and shall rank in order of priority behind the charges created by this Debenture.

3.6 Application to the Land Registry: Each Chargor:

- (a) in relation to each register of title of any present and future Land of that Chargor which is charged to the Security Agent under this Debenture or pursuant to Clause 9 (*Further Assurance*), consents to the Security Agent (or its solicitors) at any time:
 - (i) submitting a Form AP1 (*application to change register*) in respect of the security created by this Debenture;
 - (ii) submitting a Form AN1 (*application to enter an agreed notice*) in respect of the security created by this Debenture;
 - (iii) submitting a Form RX1 (*application to register a restriction*) in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor

for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register, or their conveyancer."; and

- (iv) submitting a Form CH2 (*application to enter an obligation to make further advances*); and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 3.2 (*Fixed security*) at its own expense, immediately following its execution of this Debenture.

3.7 Lessor's consent:

- (a) Each Chargor shall use all reasonable endeavours (including incurring reasonable costs and expenses) to obtain any lessor's consent required for the creation of the charges envisaged by paragraphs (a), (b) and (c)(i) of Clause 3.2 (*Fixed security*) over all leasehold land with a term of 25 years or more to run as soon as possible (including in relation to the Floating Charge Properties), keep the Security Agent informed of the progress of its negotiations with the lessor and provide the Security Agent with a copy of each consent immediately after its receipt.
- (b) If, notwithstanding paragraph (a) above, such lessor's consent cannot be obtained in relation to any leasehold interest, that interest shall be subject to a floating charge under Clause 3.3 (*Creation of a floating charge*) and shall be designated as a Floating Charge Property until such lessor's consent has been obtained, at which point that interest shall no longer be designated as a Floating Charge Property but shall instead be subject to a charge under Clause 3.2 (a), (b), (c)(i) or (c)(ii) (*Fixed security*) as appropriate.
- (c) If any charge created in paragraphs (a), (b) and (c)(i) and c(ii) of Clause 3.2 (*Fixed security*) or Clause 3.3 (*Creation of a floating charge*) breaches the terms of any lease under which the relevant Chargor holds any leasehold property, such breach shall not in turn constitute a breach of any of the representations and warranties given by any Chargor in the Finance Documents.
- (d) If, despite the relevant Chargor's endeavours under paragraph (a) of this Clause 3.7, any lessor of any leasehold property takes, or threatens to take, proceedings for forfeiture of a lease on the grounds that its consent had not been obtained to the creation of a charge over that leasehold interest in this Debenture, the Security Agent will (if so requested by such Chargor) release the floating security constituted by this Debenture over that lease.

3.8 Intellectual Property consent:

Where consent is required for the charging of Intellectual Property under paragraphs c(xii) to c(xiv) of Clause 3.2 (*Fixed security*) and the Security Agent (acting reasonably) has made a request to the relevant Chargor for such consent to be obtained, the Chargor shall use reasonable endeavours to obtain the consent as soon as possible, keep the Security Agent informed of the progress of its negotiations and provide the Security Agent with a copy of each consent immediately after its receipt.

4. CRYSTALLISATION

- 4.1 **Crystallisation by notice:** The floating charge created by each Chargor in Clause 3.3 (*Creation of floating charge*) may, subject to Clause 4.5 (*Moratorium Assets*), be

crystallised into a fixed charge by notice in writing given at any time by the Security Agent to the relevant Chargor (or to the Parent on its behalf) if:

- (a) a Declared Default has occurred; or
- (b) the Security Agent in good faith considers that a Default under Clause 26.8 (*Creditors' Process*) of the Facilities Agreement has occurred and is continuing and the Security Agent in good faith considers that any of the Assets expressed to be charged to the Security Agent by this Debenture may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process.

Such crystallisation shall take effect over the Floating Charge Assets or class of Assets specified in the notice. If no Floating Charge Assets are specified, it shall take effect over all Floating Charge Assets of the relevant Chargor.

4.2 Automatic crystallisation: If, without the Security Agent's prior written consent:

- (a) any Chargor, in contravention of any Finance Document, resolves to take or takes any step to:
 - (i) charge or otherwise encumber any of its Floating Charge Assets;
 - (ii) create a trust over any of its Floating Charge Assets; or
 - (iii) dispose of any Floating Charge Asset (except by way of sale in the ordinary course of such Chargor's business to the extent that such disposal is not otherwise prohibited by any Finance Document); or
- (b) any person resolves to take or takes any step to seize or sell any Floating Charge Asset pursuant to any form of legal process; or
- (c) an Event of Default under Clause 26.6 (*Insolvency*) or 26.7 (*Insolvency Proceedings*) of the Facilities Agreement has occurred,

then the floating charge created by Clause 3.3 (*Creation of floating charge*) shall, subject to Clause 4.5 (*Moratorium Assets*), be automatically and instantly crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset or, in the case of paragraph (c) above into a fixed charge over all Floating Charge Assets of the relevant Chargor.

4.3 Future Floating Charge Assets: Except as otherwise stated in any notice given under Clause 4.1 (*Crystallisation by notice*) or unless the crystallisation relates to all its Floating Charge Assets, prospective Floating Charge Assets acquired by any Chargor after crystallisation has occurred under Clause 4.1 (*Crystallisation by notice*) or 4.2 (*Automatic crystallisation*) shall become subject to the floating charge created by Clause 3.3 (*Creation of floating charge*), so that the crystallisation shall be effective only as to the specific Floating Charge Assets affected by the crystallisation.

4.4 Reconversion: Any charge which has crystallised under Clause 4.1 (*Crystallisation by notice*) or 4.2 (*Automatic crystallisation*) may, by notice in writing given at any time by the Security Agent to the relevant Chargor (or to the Parent on its behalf), be reconverted into a floating charge in relation to the Assets specified in such notice.

4.5 Moratorium Assets: The floating charge created by each Chargor in Clause 3.3 (*Creation of floating charge*) may not be converted into a fixed charge on Assets for which a moratorium is in force if and for so long as such conversion would breach paragraph 13 and/or paragraph 43 of Schedule A1 of the Insolvency Act 1986.

5. TITLE DOCUMENTS, INSURANCE POLICIES AND TRANSFERS

5.1 **Documents:** Subject to the rights of any prior chargee and except as otherwise expressly agreed in writing by the Security Agent, each Chargor shall:

- (a) deposit with the Security Agent, and the Security Agent shall be entitled to retain during the continuance of the security created by this Debenture, all deeds and documents of title relating to all its Fixed Security Assets, including policies of insurance and assurance, certificates of registration and certificates constituting or evidencing Specified Investments and Intellectual Property Rights; and
- (b) execute and deliver to the Security Agent such documents and transfers and give such instructions and perform such other acts as the Security Agent may reasonably require at any time to constitute or perfect an equitable charge or legal mortgage (at the Security Agent's option) over its Specified Investments, including any eligible to participate in a Relevant System.

5.2 **Insurance:**

- (a) Each Chargor shall:
 - (i) maintain at all times insurance policies which comply with Clause 25.28 (*Insurance*) of the Facilities Agreement and comply with the terms of all such insurance policies, including any stipulations or restrictions as to use or operation of any asset, and shall not do or permit anything which may make any insurance policy void or voidable;
 - (ii) make notifications to insurers of any claims or prospective claims in accordance with the provisions of the relevant insurance policy and diligently pursue the making of recoveries from insurers;
 - (iii) request that:
 - (1) the Security Agent be shown as the loss payee on the face of all its insurance policies in such form as the Security Agent may require; and
 - (2) the members of the Group shall punctually make all premium and other payments necessary for effecting or maintaining such insurances and on demand shall produce to the Security Agent the receipts of such payments; and
 - (3) the members of the Group shall, if so required by the Security Agent, use their reasonable endeavours to cause the policies of insurance maintained by them as required by this Clause to be forthwith amended to include clauses in form satisfactory to the Security Agent to ensure that the policies shall not be voidable by the insurers as a result of any misrepresentation, non-disclosure of material facts or breach of warranty provided that in each case there shall have been no fraud or wilful deceit on the part of the insured member of the Group.
- (b) If any default shall at any time be made in effecting or maintaining such insurance or in producing any such receipt to the Security Agent on demand or depositing any policy with the Security Agent pursuant to the Transaction Security Documents, the Security Agent may take out or renew such insurances in such sums as the Security Agent may think expedient and all money expended by the

Security Agent under this provision shall be recoverable by the Security Agent under Clause 24 (*Costs, expenses and liabilities*).

- (c) Each Chargor shall request that its insurance broker undertakes in writing to the Security Agent that:
- (i) as soon as it becomes aware that the Chargor has failed to pay any premium or renew any insurance, it will keep the Security Agent's interest in such insurance in force up to the full sum insured and for the same risks (subject to the premium for any such period of extended cover being payable by the Security Agent for the account of the Chargor);
 - (ii) it will advise the Security Agent of any proposed cancellation of the policy at least 14 days before such cancellation is due to take effect;
 - (iii) if the insurance cover is to be reduced or any insured risks are to be restricted, it will advise the Security Agent at least 14 days before such reduction or restriction is due to take effect;
 - (iv) it will advise the Security Agent immediately of any act, omission or event which comes to the knowledge of the insurer or the broker (as the case may be) and which might invalidate the insurance or render it unenforceable, in whole or in part;
 - (v) it will advise the Security Agent if any claim with a value in excess of £100,000 is rejected by insurers or if insurers impose a reservation of rights following the notification of any claim; and
 - (vi) it will notify the Security Agent as soon as reasonably practical if it gives or receives notice of termination of appointment as brokers in relation to the Insurances.

6. COLLECTION OF RECEIVABLES

- 6.1 **Notices to Account Bank:** Each Chargor (or the Parent on its behalf) shall, promptly upon opening any account with the Account Bank, give notice to the Account Bank substantially in the form set out in Part 1 of Schedule 4 (*Collection of Receivables*) and request that the Account Bank delivers to the Security Agent an acknowledgement in the form set out in Part 2 of Schedule 4 (*Collection of Receivables*).
- 6.2 **Notice to Mandatory Prepayment Account bank:** Each Chargor (or the Parent on its behalf) shall, promptly upon opening the Mandatory Prepayment Account give notice to the bank at which the Mandatory Prepayment Account is held substantially in the form set out in Part 1 of Schedule 5 (*Notice re. Mandatory Prepayment Account*) and request that the relevant bank delivers to the Security Agent an acknowledgement in the form set out in Part 2 of Schedule 5 (*Notice re. Mandatory Prepayment Account*).
- 6.3 **No derogation:** No Chargor shall purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery.
- 6.4 **Factored debts:** If the Security Agent releases, waives or postpones its rights in respect of any Receivable to enable a Chargor to factor or discount them to any person (the "factor"), the charges created by this Debenture shall in all other respects remain in full force and effect. In particular, all amounts becoming due to such Chargor from the factor and any Receivables reassigned, or due to be reassigned to such Chargor, shall be

subject to the relevant fixed charge created by this Debenture, subject only to any defences or rights of set-off which the factor may have against such Chargor.

- 6.5 **Information:** Each Chargor shall deliver to the Security Agent such particulars as to the amount and nature of its Receivables as the Security Agent may from time to time reasonably require.

7. **NEGATIVE PLEDGE AND OTHER RESTRICTIONS**

No Chargor shall, without the prior written consent of the Security Agent (and with the exception of Permitted Security):

- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.

8. **RIGHT OF APPROPRIATION**

- 8.1 **Financial Collateral Arrangement:** The Parties acknowledge and intend that the charges over each Chargor's Financial Collateral provided under or pursuant to this Debenture will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.

- 8.2 The Security Agent may, on or at any time after the security constituted by this Debenture becomes enforceable, by notice in writing to the relevant Chargor appropriate with immediate effect any of its Assets hereby charged comprising financial collateral which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise.

- 8.3 The value of any financial collateral appropriated under Clause 8.2 shall be:

- (a) in the case of cash, its face value at the time of appropriation; and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent acting reasonably by reference to a public index or other applicable generally recognised source or such other process as the Security Agent acting reasonably may select, including an independent valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent,

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent.

- 8.4 The Security Agent will account to the relevant Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums then due and the Chargors shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums then due.

- 8.5 Each Chargor agrees that (i) all Assets referred to in Clause 8.2 have been delivered, transferred, held, registered or otherwise designated so as to be in the possession or under the control of the Security Agent or a person acting on its behalf; and (ii) the method of valuing such Assets under Clause 8.3 is commercially reasonable.

9. FURTHER ASSURANCE

- (a) Each Chargor shall (and the Parent shall procure that each Chargor will) promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices, forms and instructions) as the Security Agent may reasonably specify and in such form as the Security Agent may reasonably require (in favour of the Security Agent or its nominee(s)) in order to:
- (i) perfect or protect the Security created or intended to be created by this Debenture (which may include the execution of a mortgage, charge, assignment, transfer, notice, instruction or other Security over all or any of the Assets which are, or are intended to be, the subject of the Security constituted by this Debenture) or for the exercise of any rights, powers and remedies of any Beneficiary provided by this Debenture or by law;
 - (ii) confer on the Security Agent or confer on the Beneficiaries, Security over any Assets of that Chargor located in any jurisdiction outside England and Wales which is (to the extent permitted by local law) equivalent or similar to the Security intended to be conferred by or pursuant to this Debenture; and/or
 - (iii) facilitate the realisation of the Assets subject to the Security conferred or intended to be conferred by this Debenture or the exercise of any rights vested in the Security Agent, any Receiver, Administrator or nominee, including executing any transfer, conveyance, charge, assignment or assurance of all or any of the Assets which are the subject of the Security constituted by this Debenture, making any registration and giving any notice, order or instructions.
- (b) Each Chargor shall (and the Parent shall procure that each Chargor shall) use reasonable endeavours (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Beneficiaries by or pursuant to this Debenture. Without prejudice to the generality of this Clause 9, at the request of the Security Agent each Chargor will promptly execute a legal mortgage, charge or assignment over any of the Assets subject to or intended to be subject to any fixed security created by this Debenture in favour of the Security Agent in such form as the Security Agent may reasonably require.
- (c) **Authorisations:** Without prejudice to the Chargors' obligations under any Finance Document, each Chargor irrevocably authorises the Security Agent to effect such registrations, renewals, payments and notifications or carry out such acts or things at the expense of such Chargor as shall, in the reasonable opinion of the Security Agent, be necessary or prudent to protect the Security Agent's interests in relation to the Intellectual Property Rights or to protect or maintain the Intellectual Property Rights or any of them. Each Chargor shall give the Security Agent all such reasonable assistance as it may request.

10. CONTINUING SECURITY

This Debenture shall be a continuing security for the Beneficiaries, notwithstanding any intermediate payment or settlement of accounts or other matter whatever, and shall be in addition to and shall not prejudice or be prejudiced by any right of set-off, combination, lien or other rights exercisable by any Beneficiary as banker against any Chargor or any security, guarantee, indemnity and/or negotiable instrument now or in the future held by any Beneficiary.

11. LAND

11.1 Positive Covenants: Each Chargor covenants that it shall:

- (a) **Repair:** keep all its buildings and all its plant, machinery, fixtures, fittings and other effects charged by it under this Debenture in good and substantial repair (fair wear and tear excepted) and in good working order and condition and will not, without the prior written consent of the Security Agent, alter, pull down, remove or dispose of any of them, except in the ordinary course of repair, maintenance or improvement or as permitted under the Facilities Agreement;
- (b) **Payments:** punctually pay or cause to be paid all rates, taxes, levies, charges, duties, assessments, impositions and outgoings whatever assessed, charged or imposed, now or in the future, in respect of its Land or Land in which it has an interest to the extent that failure to do so could be reasonably be expected to materially adversely affect the value of the Land or the value of the Security constituted by the Debenture and, when reasonably required by the Security Agent, produce to it proof of such payment;
- (c) **Contracts:** comply in all material respects with the terms of all agreements, assignments, contracts, conveyances, grants and other deeds and documents for the time being binding on it or affecting its Land or its use or enjoyment and not take any action which, or omit to take any action the omission of which, results in any of its interests or estates in its Land being adversely affected;
- (d) **Compliance with lease:** punctually pay the rents reserved by and observe and perform in all material respects the other material covenants, agreements or obligations on its part to be observed and performed which are contained in any lease, agreement for lease, tenancy agreement or licence to occupy relating to any Land and enforce the observance and performance by the landlord or licensor of its material obligations under any such document;
- (e) **Notices, orders and proposals:** supply to the Security Agent copies of any notice, order or proposal affecting its Land which may be materially adverse to the interests of the Beneficiaries:
 - (i) within seven days of receipt where it is received from any competent authority or tenant; and
 - (ii) within three days of receipt where it is received from any landlord,and at its cost either punctually comply with such notice or order or (if so requested by the Security Agent (acting reasonably)) make or join with the Security Agent in making such objections or representations or taking such other steps as the Security Agent (acting reasonably) may think fit;
- (f) **Building operations:** complete with reasonable expedition any building operations to the reasonable satisfaction of any competent authority and in conformity with all requisite planning and by-law consents;
- (g) **Valuation reports:** promptly on receipt, cause a copy of each professional valuation report which it obtains in relation to its Land to be provided to the Security Agent;
- (h) **Notification of non-compliance:** notify the Security Agent, promptly on receipt, of any claim, notice or other communication received by it alleging non-compliance by it in relation to any matter referred to in this Clause 11.1;

- (i) **Acquisitions:** notify the Security Agent immediately upon its acquisition of any Land;
- (j) **Access to Land:** permit the Security Agent (but without the Security Agent being under any obligation to do so) to:
 - (i) inspect, at reasonable times and on reasonable notice, any of its Land, and
 - (ii) enter upon all or any of its Land to effect such repairs as the Security Agent may consider necessary, without becoming liable as a mortgagee in possession.

11.2 Negative covenants: No Chargor shall without the prior written consent of the Security Agent:

- (a) **No building:** save in the ordinary course of business, carry out any building work on its Land, or make any structural alteration to any building on its Land, or apply for any planning consent for the development or change of use of its Land, or at any time sever, remove or dispose of any fixture on it if any such action would be reasonably likely to materially adversely affect the value of such Land;
- (b) **No onerous obligations:** enter into any onerous or restrictive obligation affecting its Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which would be reasonably likely to affect adversely its value or the value of the Security constituted by this Debenture over it;
- (c) **No leasing:** exercise any power of leasing in relation to its Land, or accept surrenders of leases of its any Land or agree to do so, excluding any leasehold land with a term of less than 25 years to run;
- (d) **No lease extensions:** extend, renew on substantially different terms or vary any lease or tenancy agreement or give any licence to assign or underlet in relation to its Land to the extent that it would be reasonably likely to materially adversely affect its value or the value of the Security constituted by this Debenture;
- (e) **No elections:** make any election to waive the exemption under paragraph 2 of Schedule 10 of the Value Added Tax Act 1994 in its capacity as landlord of any such Land;
- (f) **Possession:** part with possession of its Land (except on the determination of any lease, tenancy or licence granted to it) or except as expressly permitted by the terms of the Finance Documents; or
- (g) **No sharing:** share the occupation of any Land with any other person or agree to do so.

11.3 Consolidation of Mortgages: Section 93 of the Law of Property Act 1925, dealing with the consolidation of mortgages, shall not apply to this Debenture.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 Positive Covenants: Each Chargor shall:

- (a) **Consents:** promptly obtain any consent required for the creation of a fixed charge over any Intellectual Property Rights;

- (b) **Filings and registrations:** promptly file and register in or with such patent, trade mark or other intellectual property register or authority as may be available for the purpose (in the UK or elsewhere) in such name as may be required by the law of the place of registration, such of the following as may be capable of filing or registration there:

- (i) this Debenture;
- (ii) if so requested by the Security Agent all licences of Intellectual Property granted to or acquired by it; and
- (iii) all future assignments, mortgages and/or charges of Intellectual Property Rights made pursuant to this Debenture,

and maintain or renew such filings and registrations where applicable.

12.2 Negative covenants: Without the prior written consent of the Security Agent (other than as expressly permitted by the Finance Documents), no Chargor shall:

- (a) **No disposals etc:** sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights, or purport or agree to do so or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights;
- (b) **Contracts:** enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to any Intellectual Property Rights on the occurrence or non-occurrence of any future event or circumstance whatever;
- (c) **Trade marks:** amend the specification of any registered trade mark included in its Intellectual Property Rights or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered to the extent that it would be reasonably likely to materially and adversely affect its value or the value of the security constituted by this Debenture; or
- (d) **Patents:** amend the specification or drawings referred to in any granted patent to the extent that it would be reasonably likely to materially and adversely affect its value or the value of the security constituted by this Debenture.

13. SPECIFIED INVESTMENTS

- 13.1 Voting and other rights:** Each Chargor undertakes not to exercise any voting or other rights in a way which would be reasonably likely to prejudice the value of its Specified Investments or otherwise to jeopardise the Security constituted by this Debenture over them.

13.2 Before Enforcement: Unless and until this Debenture has become enforceable:

- (a) all voting and other rights attaching to Specified Investments belonging to a Chargor including all Derivative Rights shall continue to be exercised by such Chargor for so long as it remains their registered owner and such Chargor shall not permit any person other than such Chargor, the Security Agent or the Security Agent's nominee to be registered as holder of such Specified Investments or any part of them; and

- (b) If Specified Investments belonging to a Chargor are registered in the name of the Security Agent or the Security Agent's nominee, all voting and other rights attaching to them including all Derivative Rights shall be exercised by the Security Agent or the Security Agent's nominee in accordance with instructions in writing from time to time received from such Chargor and, in the absence of any such instructions, the Security Agent or the Security Agent's nominee shall not exercise any such rights.

13.3 After Enforcement: At any time after this Debenture has become enforceable:

- (a) the Security Agent may, for the purpose of protecting its interests in relation to the Secured Sums and preserving the value of the security created by this Debenture (in each case in its absolute discretion) and/or realising the security created by this Debenture, exercise (but is not obliged to exercise) in the name of a Chargor or otherwise and without any further consent or authority on the part of any Chargor, all voting and other rights attaching to the Specified Investments as it sees fit for the purpose of protecting the interests of each Beneficiary in relation to the Secured Sums, including any rights to nominate or remove a director as if the Security Agent were the sole beneficial owner of the Specified Investments;
- (b) all Derivative Rights shall, if received by a Chargor or its nominee, be held on trust for and forthwith paid or transferred to the Security Agent; and
- (c) each Chargor shall (and shall procure that its nominees shall) accept short notice for and attend any meeting of the holders of any Specified Investments, appoint proxies and exercise voting and other rights and powers exercisable by the holders of the Specified Investments as the Security Agent may direct from time to time as it sees fit for the purpose of protecting the interests of each Beneficiary in relation to the Secured Sums.

For the avoidance of doubt, unless and until the Security Agent takes any step to exercise any voting rights or power attaching to the Specified Investments, all such rights remain with the Chargor.

13.4 Positive covenants: Each Chargor covenants with the Security Agent that it shall (at its own expense):

- (a) procure that any person holding Specified Investments as its nominee or to its order shall execute and deliver to the Security Agent or as it directs a letter substantially in the form set out in Schedule 8 (*Form of Nominee's Undertaking Relating to Specified Investments*); and
- (b) execute and deliver to the Security Agent or as it directs such documents, transfers and powers of attorney, give such instructions and perform such other acts as the Security Agent may reasonably require at any time to convert any of such Chargor's certificated Specified Investments into uncertificated form (or vice versa).

13.5 Negative covenants: Each Chargor covenants with the Security Agent that it will not, without the prior written consent of the Security Agent:

- (a) consent to its Specified Investments being consolidated, sub-divided or converted or any rights attached to them being varied; or
- (b) give an instruction for its uncertificated Specified Investments to be recertificated (or for its certificated Specified Investments to be converted into uncertificated

form) without the Security Agent's prior written consent and shall ensure that on recertification the new certificates are delivered to the Security Agent immediately on their issue.

- 13.6 **Letter of Direction:** Each Chargor shall, if so requested by the Security Agent, promptly countersign a Letter of Direction substantially in the appropriate form set out in Schedule 9 (*Forms of Letter of Direction*) (or in such other appropriate form as the Security Agent may require).

14. **OPENING OF NEW ACCOUNTS**

- 14.1 **Creation of new account:** On receiving notice that any Chargor has granted Security over or otherwise encumbered or disposed of any of its Assets in contravention of any Finance Document, a Beneficiary may rule off all its accounts and open new accounts with such Chargor.

- 14.2 **Credits to new account:** If a Beneficiary does not open a new account immediately on receipt of such notice, it shall nevertheless be treated as if it had done so on that day. From that day, all payments made by the Chargor to that Beneficiary shall be treated as having been credited to a new account and shall not operate to reduce the amount owing from the Chargor to such Beneficiary at the time when it received such notice.

15. **POWERS OF SALE, LEASING AND ACCEPTING SURRENDERS**

- 15.1 **Section 103 of the LPA:** Section 103 of the Law of Property Act 1925 shall not apply to this Debenture, and the statutory power of sale shall arise on, and be exercisable at any time after, the execution of this Debenture. However, the Security Agent shall not exercise such power of sale until this Debenture has become enforceable.

- 15.2 **Powers of sale extended:** The statutory powers of sale, leasing and accepting surrenders exercisable by the Security Agent by virtue of this Debenture are extended so as to authorise the Security Agent (whether in its own name or that of the Chargor concerned) to:

- (a) grant a lease of any Land vested in a Chargor or in which it has an interest on such terms and conditions as the Security Agent shall think fit; and
- (b) sever any fixtures from Land vested in a Chargor and sell them separately.

16. **APPOINTMENT OF A RECEIVER OR AN ADMINISTRATOR**

- 16.1 **Appointment:** Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Debenture and the floating charges contained in this Debenture. At any time after:

- (a) the occurrence of a Declared Default;
- (b) a step or proceeding is taken for the appointment of an administrator, liquidator or provisional liquidator in relation to a Chargor;
- (c) notices to creditors are sent out under section 98 of the Insolvency Act 1986 in relation to a Chargor;
- (d) a proposal is made in relation to a Chargor for a voluntary arrangement under Part I of the Insolvency Act 1986;
- (e) a step or proceeding is taken in relation to a Chargor with a view to seeking a moratorium; or

- (f) a request has been made by the Parent and/or a Chargor to the Security Agent for the appointment of a Receiver or an administrator over its Assets or in respect of a Chargor,

then this Debenture shall become enforceable and, notwithstanding the terms of any other agreement between such Chargor and any Beneficiary, the Security Agent may (unless precluded by law) appoint in writing any person or persons to be a receiver and manager or receivers and managers of all or any part of the Assets of such Chargor or, an administrator or administrators of such Chargor, as the Security Agent may choose in its entire discretion.

- 16.2 **Power to act separately:** Where more than one Receiver or administrator is appointed, the appointees shall have power to act separately unless the Security Agent shall specify to the contrary.
- 16.3 **Receiver's remuneration:** The Security Agent may from time to time determine the remuneration of a Receiver.
- 16.4 **Removal of Receiver:** The Security Agent may (subject to section 45 of the Insolvency Act 1986) remove a Receiver from all or any of the Assets of which he is the Receiver.
- 16.5 **Further appointments of a Receiver:** Such an appointment of a Receiver shall not preclude:
 - (a) the Security Agent from making any subsequent appointment of a Receiver over all or any Assets over which a Receiver has not previously been appointed or has ceased to act; or
 - (b) the appointment of an additional Receiver to act while the first Receiver continues to act.
- 16.6 **Receiver's agency:** The Receiver shall be the agent of the relevant Chargor (which shall be solely liable for his acts, defaults and remuneration) unless and until such Chargor goes into liquidation, after which time he shall act as principal and shall not become the agent of the Security Agent or any other Beneficiary.

17. POWERS OF A RECEIVER

The Receiver may exercise, in relation to each Chargor over whose Assets he is appointed, all the powers, rights and discretions set out in Schedules 1 and 2 to the Insolvency Act 1986 and in particular, by way of addition to and without limiting such powers, the Receiver may, with or without the concurrence of others:

- (a) sell, lease, let, license, grant options over and vary the terms of, terminate or accept surrenders of leases, licences or tenancies of, all or any of the Assets of the relevant Chargor, without the need to observe any of the provisions of Sections 99 and 100 of the Law of Property Act 1925, in such manner and generally on such terms and conditions as he shall think fit in his absolute and unfettered discretion and any such sale or disposition may be for cash, investments or other valuable consideration (in each case payable in a lump sum or by instalments) and carry any such transactions into effect in the name of and on behalf of such Chargor;
- (b) promote the formation of a Subsidiary of the relevant Chargor with a view to such Subsidiary purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Assets of such Chargor;

- (c) sever any fixtures from Land and/or sell them separately;
- (d) exercise all voting and other rights attaching to Investments owned by the relevant Chargor;
- (e) arrange for the purchase, lease, licence or acquisition of all or any Assets of the relevant Chargor by any Subsidiary contemplated by paragraph (b) above on a basis whereby the consideration may be for cash, Investments, shares of profits or sums calculated by reference to profits or turnover or royalties or licence fees or otherwise, whether or not secured on the assets of such Subsidiary and whether or not such consideration is payable or receivable in a lump sum or by instalments over such period as the Receiver may think fit;
- (f) make any arrangement or compromise with any Beneficiary or others as he shall think fit;
- (g) make and effect all repairs, renewals and improvements to the Assets of the relevant Chargor and effect, renew or increase insurances on such terms and against such risks as he shall think fit;
- (h) appoint managers, officers and agents for the above purposes at such remuneration as the Receiver may determine;
- (i) redeem any prior encumbrance and settle and pass the accounts of the encumbrancer and any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed an expense properly incurred by the Receiver;
- (j) pay the proper administrative charges of any Beneficiaries in respect of time spent by their agents and employees in dealing with matters raised by the Receiver or relating to the receivership of the relevant Chargor;
- (k) commence and/or complete any building operations upon any Land of the relevant Chargor and apply for and obtain any planning permissions, building regulation consents or licences, in each case as he may in his absolute discretion think fit;
- (l) take all steps necessary to effect all registrations, renewals, applications and notifications as the Receiver may in his discretion think prudent to maintain in force or protect any of the relevant Chargor's Intellectual Property Rights; and
- (m) do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the above matters or powers or otherwise incidental or conducive to the preservation, improvement or realisation of the relevant Assets.

18. POWER OF ATTORNEY

18.1 **Appointment of attorney:** Each Chargor, by way of security and to more fully secure the performance of its obligations under this Debenture, hereby irrevocably appoints the Security Agent (whether or not a Receiver or administrator has been appointed) and any Receiver separately to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise to:

- (a) do anything which that Chargor is obliged to do (but has not done) in accordance with this Debenture, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document;

- (b) give any instruction under the rules and practices of a Relevant System; and
- (c) enable the Security Agent or any such Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Debenture or by statute in relation to this Debenture or the Assets charged, or purported to be charged, by it.

18.2 **Ratification:** Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to his appointment under this clause.

18.3 **Sums recoverable:** All sums expended by the Security Agent or any Receiver under this Clause 18 shall be recoverable from each Chargor under Clause 24 (*Costs, expenses and liabilities*).

19. **OTHER POWERS EXERCISABLE BY THE SECURITY AGENT**

19.1 **Receiver's powers:** All powers of a Receiver conferred by this Debenture may be exercised by the Security Agent after this Debenture has become enforceable. In that event, paragraph (i) of Clause 17 (*Powers of a Receiver*) shall be read and construed as if the words "be charged on the Assets of the relevant Chargor" were substituted for the words "be deemed an expense properly incurred by the Receiver".

19.2 **Receipt of debts:** The Security Agent or any manager, officer, nominee or agent of the Security Agent is hereby irrevocably empowered to:

- (a) receive all trade debts and other debts and claims which may be assigned to the Security Agent pursuant to this Debenture and/or Clause 9 (*Further assurance*);
- (b) on payment give an effectual discharge for them and on non-payment to take and institute (if the Security Agent in its sole discretion so decides) all steps and proceedings either in the name of the relevant Chargor or in the name of the Security Agent for their recovery;
- (c) agree accounts and make allowances and give time to any surety; and
- (d) Each Chargor ratifies and confirms whatever the Security Agent or any manager or officer of the Security Agent shall do or purport to do under this clause.

19.3 **Security Agent's powers:** The Security Agent shall have no liability or responsibility to any Chargor arising out of the exercise or non-exercise of the powers conferred on it by this Clause 19, except for gross negligence or wilful default.

19.4 **No duty of enquiry:** The Security Agent need not enquire as to the sufficiency of any sums received by it in respect of any debt or claim or make any claim or take any other action to collect in or enforce them.

20. **APPLICATION OF MONEY RECEIVED BY THE SECURITY AGENT OR A RECEIVER**

20.1 **Order of priority:** Any money received or realised under the powers conferred by this Debenture shall be paid or applied in the following order of priority, subject to the discharge of any prior-ranking claims:

- (a) in or towards satisfaction of the Secured Sums in the manner applicable under the terms of the Intercreditor Agreement; and
- (b) as to the surplus (if any), to the person or persons entitled to it.

20.2 **Suspense account:** Until all the Secured Sums have been unconditionally and irrevocably paid and discharged in full, the Security Agent may place and keep to the

credit of a suspense account any money received from or realised in respect of any Chargor's liability under this Debenture. The Security Agent shall have no intermediate obligation to apply such money in or towards the discharge of any of the Secured Sums. Amounts standing to the credit of any such suspense account shall bear interest at a rate considered by the Security Agent in good faith to be a fair market rate.

- 20.3 **Discretion to apply:** Until all Secured Sums have been unconditionally and irrevocably paid and discharged in full, the Security Agent may refrain from applying or enforcing any other moneys, security or rights held by it in respect of the Secured Sums or may apply and enforce such moneys, security or rights in such manner and in such order as it shall decide in its unfettered discretion.

21. PROTECTION OF THIRD PARTIES

- 21.1 **No duty to enquire:** No purchaser from, or other person dealing with, the Security Agent or any Receiver or administrator appointed under this Debenture shall be concerned to enquire whether any of the powers which the Security Agent has exercised or purported to exercise has arisen or become exercisable, or whether this Debenture has become enforceable, or whether a Receiver or administrator has been validly appointed, or whether any event or cause has happened to authorise the Security Agent or a Receiver or administrator to act or as to the propriety or validity of the exercise or purported exercise of any such power, and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.
- 21.2 **Receipt:** The receipt of the Security Agent shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any money paid to or by the direction of the Security Agent.

22. PROTECTION OF THE SECURITY AGENT AND RECEIVER

- 22.1 **Limitation:** Neither the Security Agent nor any Receiver shall be liable in respect of any Liability which arises out of the exercise or the purported exercise of, or the failure to exercise, any of their respective powers under or by virtue of this Debenture, except if and in so far as such Liability results from its own gross negligence or wilful default.
- 22.2 **Entry into possession:** Without prejudice to the generality of Clause 22.1 (*Limitation*), neither the Security Agent nor any Receiver shall be liable to account as mortgagee in possession or otherwise for any sum not actually received by it or him respectively. If and whenever the Security Agent enters into possession of any Assets, it shall be entitled at any time at its discretion to go out of possession.

23. SECURITY AGENT

- 23.1 **Security Agent as trustee:** The Security Agent declares itself to be a trustee of this Debenture (and any other Security created in its favour pursuant to this Debenture) for the Beneficiaries. The retirement of the person for the time being acting as Security Agent and the appointment of a successor shall be effected in the manner provided for in the Intercreditor Agreement.
- 23.2 **Trustee Act 2000:** The Parties agree that the Security Agent shall not be subject to the duty of care imposed on trustees by the Trustee Act 2000.
- 23.3 **No partnership:** Nothing in this Debenture shall constitute or be deemed to constitute a partnership between any of the Beneficiaries and the Security Agent.
- 23.4 **Provisions of the Intercreditor Agreement:** The provisions of Clause 15 (*The Security Agent*) and Clause 23 (*Consents, amendments and override*) of the Intercreditor

Agreement shall apply to the Security Agent's rights, obligations and duties under this Debenture as if set out in this Debenture in full.

24. COSTS, EXPENSES AND LIABILITIES

24.1 Enforcement costs: Each Chargor will, within three Business Days of the Security Agent's written demand, pay to the Security Agent for each Beneficiary, on a full indemnity basis, the amount of all costs and expenses (including legal, valuation, accountancy and consultancy fees and disbursements and out-of-pocket expenses), and any VAT thereon, incurred by the Security Agent and/or any other Beneficiary in connection with the exercise, enforcement and/or preservation of any of its rights under this Debenture and any Deed of Accession and Charge (or any of the documents contemplated by such documents) or any proceedings instituted by or against the Security Agent, in any jurisdiction.

24.2 Indemnity for Liabilities: Each Chargor shall also, within three Business Days of the Security Agent's written demand, reimburse or pay to the Security Agent, its employees or agents, on demand (on the basis of a full indemnity) the amount of all Liabilities incurred by the Security Agent, its employees or agents, in connection with:

- (a) any default or delay by such Chargor in the performance of any of its obligations under this Debenture;
- (b) the exercise, or the attempted or purported exercise, by or on behalf of the Security Agent of any of its powers or any other action taken by or on behalf of the Security Agent with a view to or in connection with the recovery of the Secured Sums, the enforcement of the Security created by this Debenture or for any other purpose contemplated in this Debenture;
- (c) the carrying out or consideration of any other act or matter which the Security Agent may consider to be conducive after the occurrence of an Event of Default to the preservation, improvement or benefit of any Asset; and
- (d) any stamp duty, stamp duty reserve tax or similar tax which may be payable as a result of the execution or performance of this Debenture.

25. INTEREST ON OVERDUE AMOUNTS

- (a) Any amount not paid in accordance with this Debenture when due shall (subject to paragraph (b) below) carry interest at the rate and in accordance with the terms contained in the relevant Finance Document in relation to overdue sums or at such other rate as may be agreed between the relevant Chargor and Beneficiary from time to time. In each case, interest shall accrue on a day to day basis until the date of irrevocable and unconditional repayment in full and, if unpaid, shall be compounded on the terms so agreed or (in the absence of such agreed terms) with quarterly rests on the Security Agent's usual quarterly interest days. Interest shall continue to be charged and compounded on this basis after as well as before any demand or judgment.
- (b) Paragraph (a) above shall not apply to the extent that default interest on such amount for such period is charged pursuant to the relevant Finance Document and itself constitutes part of the Secured Sums.

26. SET-OFF

26.1 Right: After the occurrence of an Event of Default, a Beneficiary may (but is not obliged to) retain any money standing to the credit of any Chargor with such Beneficiary in any

currency upon any account or otherwise (whether or not in such Chargor's name) as cover for any Secured Sums and/or at any time or times without notice to such Chargor combine or consolidate all or any of such money with all or such part of the Secured Sums due or owing by it as such Beneficiary may select and such Beneficiary may purchase with any such money any other currency required to effect such combination or consolidation.

27. TRANSFER BY A BENEFICIARY

- (a) Any Beneficiary may at any time assign and transfer all or any of its rights in relation to this Debenture to any person to whom it is permitted to transfer any of its rights under the relevant Finance Document or otherwise grant an interest in them to any person.
- (b) The Security Agent may assign and transfer all of its rights and obligations under this Debenture to any replacement Security Agent appointed in accordance with the Intercreditor Agreement. Upon such assignment and transfer becoming effective, the replacement Security Agent shall be, and be deemed to be, acting as agent and trustee for each of the Beneficiaries (including itself) for the purposes of this Debenture in replacement of the previous Security Agent.

28. ACCESSION OF A NEW CHARGOR

28.1 Method: Any member of the Group may at any time, with the prior written approval of the Security Agent, become a party to this Debenture by delivering to the Security Agent in form and substance satisfactory to it:

- (a) a Deed of Accession and Charge; and
- (b) certified extracts from the minutes of a meeting of its Board of Directors evidencing the due authorisation and execution of the Deed of Accession and Charge and any other conditions precedent required by the Finance Documents.

28.2 New Chargor bound: The New Chargor shall become a chargor under this Debenture with effect from the time when the Deed of Accession and Charge takes effect, at which point:

- (a) the New Chargor shall become bound by all the terms of this Debenture and shall assume the same obligations as "Chargor" as if it were an original party to this Debenture; and
- (b) the other Chargors shall assume the same obligations in respect of the New Chargor as if it were an original party to this Debenture.

29. RELEASE OF SECURITY

29.1 Redemption: Subject to Clause 29.2 (*Avoidance of Payments*), if all Secured Sums have been unconditionally and irrevocably paid in full and none of the Beneficiaries are under any further actual or contingent liability to make advance or provide other financial accommodation to any person under any Finance Document, the Security Agent will (at the request and cost of the Chargors), execute and do all such reasonable acts as may be necessary to release the Assets from the Security constituted by this Debenture. Such release shall not prejudice the rights of the Security Agent under Clause 24 (*Costs, expenses and liabilities*).

29.2 Avoidance of Payments: If the Security Agent considers in good faith that any amount received in payment or purported payment of the Secured Sums is capable of being

avoided or reduced by virtue of any insolvency, bankruptcy, liquidation or other similar laws, the liability of each Chargor under this Debenture and the Security constituted by this Debenture shall continue and such amount shall not be considered to have been irrevocably paid.

30. **THIRD PARTY RIGHTS**

30.1 **Directly enforceable rights:** Pursuant to the Contracts (Rights of Third Parties) Act 1999:

- (a) the provisions of Clause 26 (*Set-off*), and Clause 27 (*Transfer by a Beneficiary*) shall be directly enforceable by a Beneficiary;
- (b) the provisions of Clause 16 (*Appointment of a Receiver or an Administrator*) to Clause 22 (*Protection of the Security Agent and Receiver*) inclusive shall be directly enforceable by any Receiver; and
- (c) the provisions of Clause 21 (*Protection of third parties*) shall be directly enforceable by any purchaser.

30.2 **Exclusion of Contracts (Rights of Third Parties) Act 1999:** Save as otherwise expressly provided in Clause 30.1 (*Directly enforceable rights*), no person other than a Party shall have any right by virtue of either the Contracts (Rights of Third Parties) Act 1999 or any other provision of English law under which rights might accrue to persons other than a party to enforce any term (express or implied) of this Debenture.

30.3 **Rights of the Parties to vary:** The Parties (or the Parent, on behalf of the Chargors, and the Security Agent (on behalf of the Beneficiaries)) may by agreement vary any term of this Debenture (including this Clause 30) without the necessity of obtaining any consent from any other person.

31. **JOINT AND SEPARATE LIABILITY**

All covenants, agreements, representations and warranties on the part of the Chargors contained in this Debenture are given by them jointly and separately and shall be construed accordingly.

32. **FORBEARANCE, SEVERABILITY, VARIATIONS AND CONSENTS**

32.1 **Delay etc:** All rights, powers and privileges under this Debenture shall continue in full force and effect, regardless of any Beneficiary exercising, delaying in exercising or omitting to exercise any of them.

32.2 **Severability:** No provision of this Debenture shall be avoided or invalidated by reason only of one or more other provisions being invalid or unenforceable.

32.3 **Illegality, invalidity, unenforceability:** Any provision of this Debenture which is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Debenture.

32.4 **Variations:** No variation of this Debenture shall be valid and constitute part of this Debenture, unless such variation shall have been made in writing and signed by the Security Agent (on behalf of the Beneficiaries) and the Parent (on behalf of the Chargors) or by all Parties.

32.5 **Consents:** Save as otherwise expressly specified in this Debenture, any consent of the Security Agent may be given absolutely or on any terms and subject to any conditions as the Security Agent may determine in its entire discretion.

33. **COUNTERPARTS**

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

34. **NOTICES**

34.1 **Communications in writing:** Any communication to be made under or in connection with this Debenture shall be made in writing and, unless otherwise stated, may be made by fax or letter.

34.2 **Addresses:** The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Debenture is:

- (a) in the case of the Chargors, set out in Schedule 1 (*The Chargors*) and in the case of any New Chargor, set out in the relevant Deed of Accession and Charge; and
- (b) in the case of the Security Agent, that identified with its name at the end of this Debenture,

or any substitute address, fax number or department or officer as the Chargor may notify to the Security Agent (or the Security Agent may notify to the Parent if a change is made by the Security Agent) by not less than five Business Days' notice.

34.3 **Delivery:**

- (a) Any communication or document made or delivered by one person to another under or in connection with this Debenture will only be effective:
 - (i) if by way of fax, when received in legible form; or
 - (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address;

and, if a particular department or officer is specified as part of its address details provided under Clause 34.2 (*Addresses*), if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of and actually received by the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose).
- (c) Any communication or document made or delivered to the Parent in accordance with this Clause will be deemed to have been made or delivered to each of the Chargors.

34.4 **Electronic Mail:** Notices under this Debenture may not be served by electronic mail or other electronic means of communication, other than facsimile.

34.5 **Notification of Change:** Promptly upon receipt of notification of an address or fax number or change of address or fax number pursuant to Clause 34.2 (*Addresses*) or changing its own address or fax number, the Security Agent shall notify the other parties.

35. **GOVERNING LAW**

This Debenture and all non-contractual obligations arising in any way whatsoever out of or in connection with this Debenture shall be governed by, construed and take effect in accordance with English law.

36. **ENFORCEMENT**

36.1 **Jurisdiction:**

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture or any claim for set-off) or the legal relationships established by this Debenture (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by a Chargor.
- (b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, that Chargor shall bring such counter-claim before the court seized of the Beneficiary's claim and no other court.
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude any Beneficiary from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.
- (d) To the extent allowed by law, each Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

THIS DEBENTURE has been executed by each Chargor as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document.

SCHEDULE 1

THE CHARGORS

Name of Chargor	Registered Number	Address for Service and Fax Number
Iridium Midco Limited	10241385	Address: 9 Mandeville Place London W1U 3AY Fax: 0207-487-2774 Attn: Gareth Healy
Iridium Bidco Limited	IO 24 241368	Address: 9 Mandeville Place London W1U 3AY B3 2JR Fax: 0207-487-2774 Attn: Gareth Healy

HL authorised
on behalf of the
parties

SCHEDULE 2

Registered Land to be mortgaged

Name of Chargor/Registered Proprietor	Description of Property	Title Number
None at the date of this Debenture		

Unregistered land subject to first registration upon the execution of this Debenture

None at the date of this Debenture		

The address for service of the Security Agent in the case of registered land is: 8 Canada Square,
Canary Warf, London E14 5HQ (Attention: CTLA Trustee Admin@hsbc.com).

SCHEDULE 3

Form of Deed of Accession and Charge for a New Chargor

THIS DEED OF ACCESSION AND CHARGE is made on

200**

BETWEEN:

- (1) *****INSERT THE NAME OF THE NEW CHARGOR***** (registered in [England and Wales] under number [***]) (the **"New Chargor"**);
- (2) *****INSERT THE NAME OF THE PARENT***** (registered in [England and Wales] under number [***]) (the **"Parent"**); and
- (3) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** (the **"Security Agent"**).

WHEREAS:

- (A) This Deed is supplemental to a Debenture (the **"Principal Deed"**) dated *****insert date***** between (1) the *****Identify original Chargors***** and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the **"Beneficiaries"**).

*****Note: Set out details of any previous Deed of Accession and Charge.*****

- (B) The New Chargor has agreed to charge in favour of the Security Agent, on the terms contained in the Principal Deed, all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed.

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

Words and phrases defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed.

Additional Definitions: In this Deed:

2. ACCESSION BY THE NEW CHARGOR TO THE PRINCIPAL DEED

- 2.1 **Accession:** The New Chargor agrees to be bound by the terms of the Principal Deed and to perform all its obligations (whether as Chargor or otherwise) under the Principal Deed with effect from the date of this Deed as if it had been an original party to the Principal Deed.
- 2.2 **Covenant to pay:** The New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will pay or discharge the Secured Sums at the times and in the manner provided in the relevant Finance Documents.
- 2.3 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

- 2.4 **Parent's agreement to the accession:** The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to the New Chargor's accession.

3. **ASSIGNMENTS**

[*** Incorporate in the execution copy of the deed of accession the relevant final text from Clause 3.1 (Assignments) of the Principal Deed. This will include the assignment of Insurance Policies as a minimum ***]

4. **FIXED SECURITY**

[*** Incorporate in the execution copy of the deed of accession the final text from Clause 3.2 of the Principal Deed with consequential changes. Note: where the New Chargor has real property, intercompany debts or IP it will be scheduled and a definition included of Specified Intellectual Property and Structural Intra-Group Loans. ***]

5. **CREATION OF FLOATING CHARGE**

- 5.1 [*** Incorporate in the execution copy of the deed of accession the final text from Clause 3.3 of the Principal Deed with consequential amendments ***]

- 5.2 The parties agree (without limitation to the general nature of the New Chargor's accession to the Principal Deed contained in Clause 2) that the crystallisation provisions contained in Clause 4 of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed.

6. **NEGATIVE PLEDGE AND OTHER RESTRICTIONS**

The New Chargor shall not, without the prior written consent of the Security Agent (and with the exception of Permitted Security):

- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.

7. **RIGHT OF APPROPRIATION**

- 7.1 The Parties acknowledge and intend that the charges over the New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.

- 7.2 The Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable, by notice in writing to the New Chargor appropriate with immediate effect any of its Assets hereby charged comprising financial collateral which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Arrangements Regulations and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise.

- 7.3 The value of any financial collateral appropriated under Clause 7.2 shall be:

- (a) in the case of cash, its face value at the time of appropriation; and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security

Agent acting reasonably by reference to a public index or other applicable generally recognised source or such other process as the Security Agent acting reasonably may select, including an independent valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent,

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent.

7.4 The Security Agent will account to the New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums then due and the New Chargor shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums then due.

7.5 The New Chargor agrees that (i) all Assets referred to in Clause 7.2 have been delivered, transferred, held, registered or otherwise designated so as to be in the possession or under the control of the Security Agent or a person acting on its behalf; and (ii) the method of valuing such Assets under Clause 7.3 is commercially reasonable.

8. APPLICATION TO THE LAND REGISTRY

The New Chargor:

(a) in relation to each register of title of any present and future Land of the New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time:

(i) submitting a Form AP1 (*application to change register*) in respect of the security created by this Deed;

(ii) submitting a Form AN1 (*application to enter an agreed notice*) in respect of the security created by this Deed

(iii) submitting a Form RX1 (*application to register a restriction*) in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer."; and

(iv) submitting a Form CH2 (*application to enter an obligation to make further advances*); and

(b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 4 (*Fixed security*) at its own expense, immediately following its execution of this Deed.

9. POWER OF ATTORNEY

9.1 **Appointment of attorney:** The New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent (whether or not a Receiver or administrator has been appointed) and any Receiver separately, to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise to:

- (a) do anything which the New Chargor is obliged to do (but has not done) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document;
- (b) give any instruction under the rules and practices of a Relevant System; and
- (c) enable the Security Agent or any such Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.

9.2 **Ratification:** The New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

9.3 **Sums recoverable:** All sums expended by the Security Agent or any Receiver under this clause shall be recoverable from the New Chargor under Clause 24 (*Costs, expenses and liabilities*) of the Principal Deed.

10. NOTICES

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 34 (*Notices*) of the Principal Deed. The New Chargor's address for service is set out in Schedule 2 (*Notice Details*).

11. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

12. GOVERNING LAW

This Deed is governed by and construed in accordance with English law.

13. ENFORCEMENT

13.1 Jurisdiction:

- (a) The courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of any Finance Document) (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by the New Chargor.
- (b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any New Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, that New Chargor shall bring such counter-claim before the court seized of the Beneficiaries' claim and no other court.
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Beneficiaries from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.
- (d) To the extent allowed by law, the New Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of

any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

13.2 *****Service of process:** Without prejudice to any other mode of service allowed under any relevant law, the New Chargor:

- (a) irrevocably appoints *****the Parent***** as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed; and
- (b) agrees that failure by a process agent to notify it of the process will not invalidate the proceedings concerned.*******¹

14. **FINANCE DOCUMENT**

This Deed is a Finance Document.

THIS DEED OF ACCESSION AND CHARGE has been executed by the New Chargor and the Parent as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document.



¹ Only include Clause 11.2 if the New Chargor is incorporated in Scotland.

SCHEDULE 1 TO DEED OF ACCESSION

Registered land to be mortgaged

Name of Chargor/Registered Proprietor	Description of Property	Title Number

Unregistered land subject to first registration upon the execution of this Deed

The address for service of the Security Agent in the case of registered land is 8 Canada Square, Canary Warf, London E14 5HQ. (Attention: CTLA Trustee Admin@hsbc.com)

Note: Incorporate here full details of all Land to be mortgaged under Clause 3.2(a) (*Fixed security*) and which is registered at the Land Registry (this may include leases with at least 7 years left to run and other unregistered land which becomes the subject of first registration at the Land Registry on execution of the Deed of Accession). Any title numbers must be set out here.

SCHEDULE 2 TO DEED OF ACCESSION

Notice Details

[***Set out here the notice details for the New Chargor***]

EXECUTION

THE NEW CHARGOR

Executed and Delivered as a)	Director
Deed by [***insert name of New Chargor***])	
(pursuant to a resolution of its Board)	
of Directors) acting by:)	Director/Secretary

THE PARENT

Executed and Delivered as a)	Director
Deed by [***insert name of the Parent***])	
(pursuant to a resolution of its Board)	
of Directors) acting by:)	Director/Secretary

THE SECURITY AGENT

Signed by)	
for and on behalf of)	
[***insert name of the Security Agent***])	Authorised Signatory

SCHEDULE 4

PART 1

COLLECTION OF RECEIVABLES

FORM OF NOTICE TO BE SERVED AT COMPLETION BY THE CHARGORS ON THE ACCOUNT BANK
PURSUANT TO CLAUSE 6.1 OF THE DEBENTURE

[***ON THE HEADED NOTEPAPER OF THE PARENT***]

[***Account Bank***]

[***Address***]

For the attention of [***]

[***date***]

Dear Sirs

DEBENTURE DATED [***] (THE "DEBENTURE") BETWEEN [***] AND THE OTHER COMPANIES LISTED THEREIN (1) AND [***] (THE "CHARGORS") (2) (THE "SECURITY AGENT") AS TRUSTEE FOR THE BENEFICIARIES (AS DEFINED IN THE DEBENTURE)

1. This letter constitutes notice to you that, under the Debenture, we have each charged our Receivables to the Security Agent by way of floating charge.

2. We each hereby irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions which we may have given you to the contrary):

(a) to disclose to the Security Agent, without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure, such information relating to certain bank accounts held by you (the "**Bank Accounts**") and the amount from time to time standing to its credit as the Security Agent may, at any time and from time to time, request you to disclose to it;

(b) after a Declared Default, at any time and from time to time upon receipt by you of instructions in writing from the Security Agent, to pay or release to the Security Agent all or any of the money standing to the credit of our Bank Accounts and generally to act in accordance with such instructions in relation to our Bank Accounts, without any reference to or further authority from us and without any enquiry by you as to the justification for such instructions or their validity;

(c) after a Declared Default, to comply with the terms of any written instructions in any way relating or purporting to relate to our Bank Accounts which you may receive at any time and from time to time from the Security Agent without any reference to or further authority from us and without any enquiry by you as to the justification for such notice, statement or instructions or its or their validity;

(d) after a Declared Default, not to act upon our instructions with regard to our Bank Accounts unless the Security Agent confirms those instructions to you in writing; and

(e) to hold all sums from time to time standing to the credit of our Bank Accounts to the order of the Security Agent.

3. The instructions and authorisations which are contained in this letter shall remain in full force and effect until we and the Security Agent together give you notice in writing revoking them.
4. This letter shall be governed by and construed in accordance with English law.
5. Please will you acknowledge receipt of this letter and confirm your acceptance of the instructions and authorisations contained in it by sending a letter addressed to us and to the Security Agent in the form attached to this letter.

Yours faithfully

.....
For and on behalf of
[***each Chargor***]

Part 2

FORM OF ACKNOWLEDGEMENT TO BE DELIVERED BY THE ACCOUNT BANK TO THE SECURITY AGENT
PURSUANT TO CLAUSE 6.1 OF THE DEBENTURE

[***ON THE HEADED NOTEPAPER OF THE ACCOUNT BANK***]

To: [***Security Agent***]
[***Address***]

Copy: Hogan Lovells International LLP, Atlantic House, Holborn Viaduct, London, EC1A 2FG,
(Ref: Ref F3/PRM/HANDYALI/1R4537/001465)

[***date***]

For the attention of [***]

Dear Sirs

Bank Accounts

We hereby acknowledge receipt of a letter (a copy of which is attached) dated [***] (the "Notice") addressed to us by [***each Chargor***] (individually a "Chargor"). We confirm that we hold certain bank accounts (the "Bank Accounts") of the Chargor.

We hereby agree with the Security Agent for itself and on behalf of the Beneficiaries that we:

- (a) accept the instructions contained in the Notice and undertake to act in accordance and comply with the Notice;
- (b) have not received notice of the interest of any third party in any Bank Accounts;
- (c) have neither claimed or exercised nor will claim or exercise without your prior written consent any security interest, set-off, counterclaim or other rights in respect of any Bank Account or funds in it or debts represented by them; and
- (d) shall not accept from a Chargor any further instructions received by us in respect of a Bank Account following a Declared Default without having received your written confirmation of such instructions.

The expressions defined or incorporated by reference in the Notice shall, unless the context otherwise require, have the same meanings in this letter.

This letter shall be governed by and construed in accordance with English law.

Yours faithfully

For and on behalf of

Account Bank

SCHEDULE 5

PART 1

FORM OF NOTICE RE. MANDATORY PREPAYMENT ACCOUNT

FORM OF NOTICE TO BE SERVED AT COMPLETION BY THE CHARGORS ON THE BANK AT WHICH THE
MANDATORY PREPAYMENT ACCOUNT IS HELD PURSUANT TO CLAUSE 6.2 OF THE DEBENTURE

[***ON THE HEADED NOTEPAPER OF THE PARENT***]

[***relevant bank***]

[***Address***]

For the attention of [***]

[***date***]

Dear Sirs

DEBENTURE DATED [***] (THE "DEBENTURE") BETWEEN (1) [*** MIDCO 2 ***] LIMITED AND THE OTHER COMPANIES LISTED THEREIN (THE "CHARGORS") AND (2) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED (THE "SECURITY AGENT") AS TRUSTEE FOR THE BENEFICIARIES (AS DEFINED IN THE DEBENTURE)

1. This letter constitutes notice to you that, under the Debenture, we have each charged all our interests and rights (if any) in or to any money at any time standing to the credit of our Mandatory Prepayment Account to the Security Agent by way of fixed charge.
2. We each hereby irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions which we may have given you to the contrary):
 - (a) to disclose to the Security Agent, without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure, such information relating to the Mandatory Prepayment Account and the amounts from time to time standing to their credit as the Security Agent may, at any time and from time to time, request you to disclose to it;
 - (b) at any time and from time to time upon receipt by you of instructions in writing from the Security Agent, to pay or release to the Security Agent all or any of the money standing to the credit of the Mandatory Prepayment Account and generally to act in accordance with such instructions in relation to the Mandatory Prepayment Account, without any reference to or further authority from us and without any enquiry by you as to the justification for such instructions or their validity;
 - (c) to comply with the terms of any written instructions in any way relating or purporting to relate to the Mandatory Prepayment Account which you may receive at any time and from time to time from the Security Agent without any reference to

or further authority from us and without any enquiry by you as to the justification for such notice, statement or instructions or its or their validity;

- (d) not to act upon our instructions with regard to the Mandatory Prepayment Account unless the Security Agent confirms those instructions to you in writing; and
 - (e) to hold all sums from time to time standing to the credit of the Mandatory Prepayment Account to the order of the Security Agent.
3. The Chargors are not permitted to withdraw any amount from the Mandatory Prepayment Account without the prior written consent of the Security Agent, provided that the Security Agent shall promptly consent to a request for withdrawal where such withdrawal is permitted in accordance with the terms of the Facilities Agreement and promptly provide any necessary instructions to you in order to authorise such withdrawal.
 4. The instructions and authorisations which are contained in this letter shall remain in full force and effect until we and the Security Agent together give you notice in writing revoking them.
 5. This letter shall be governed by and construed in accordance with English law.
 6. Please will you acknowledge receipt of this letter and confirm your acceptance of the instructions and authorisations contained in it by sending a letter addressed to us and to the Security Agent in the form attached to this letter.

Yours faithfully

.....
For and on behalf of
[***each Chargor***]

Part 2

FORM OF ACKNOWLEDGEMENT TO BE DELIVERED BY THE BANK AT WHICH THE MANDATORY PREPAYMENT ACCOUNT IS HELD TO THE SECURITY AGENT PURSUANT TO CLAUSE 6.2 OF THE DEBENTURE

[***ON THE HEADED NOTEPAPER OF THE BANK AT WHICH THE MANDATORY PREPAYMENT ACCOUNT IS HELD ***]

To: [***Security Agent***]
[***Address***]

Copy: Hogan Lovells International LLP, Atlantic House, Holborn Viaduct, London, EC1A 2FG,
(Ref: Ref F3/PRM/HANDYALI/1R4537/001465)

For the attention of [***]

[***date***]

Dear Sirs

Mandatory Prepayment Account

We hereby acknowledge receipt of a letter (a copy of which is attached) dated [***] (the "Notice") addressed to us by [***each Chargor***] (individually a "Chargor"). We confirm that we hold the Mandatory Prepayment Account.

We hereby agree with the Security Agent for itself and on behalf of the Beneficiaries that we:

- (a) accept the instructions contained in the Notice and undertake to act in accordance and comply with the Notice;
- (b) have not received notice of the interest of any third party in the Mandatory Prepayment Account;
- (c) have neither claimed or exercised nor will claim or exercise without your prior written consent any security interest, set-off, counterclaim or other rights in respect of either the Mandatory Prepayment Account or funds in it or debts represented by it;

- (d) shall not accept from a Chargor any further instructions received by us in respect of the Mandatory Prepayment Account without having received your written confirmation of such instructions;
- (e) shall pay all moneys received by us for the account of any Chargor to (and only to) the credit of the Mandatory Prepayment Account in the name of that Chargor specified in the Notice unless you otherwise agree in writing; and
- (f) shall not permit any amount to be withdrawn from the Mandatory Prepayment Account without your prior written consent.

The expressions defined or incorporated by reference in the Notice shall, unless the context otherwise require, have the same meanings in this letter.

This letter shall be governed by and construed in accordance with English law.

Yours faithfully

For and on behalf of

*****bank at which the Mandatory Prepayment Account is held*****

SCHEDULE 6

SPECIFIED INTELLECTUAL PROPERTY

None at as at the date of this Debenture

SCHEDULE 7

FORMS OF NOTICE OF ASSIGNMENT

Part 1

FORM OF NOTICE OF ASSIGNMENT OF ACQUISITION AGREEMENT CLAIMS

Served by Recorded Delivery or By Hand

To: [*Vendor*]

[*date*]

Dear Sirs,

Notice of Assignment

We refer to the Acquisition Agreement dated [***] made between Yourselfs (1) and [***] (2) relating to the sale of the shares of [***] (the "**Sale and Purchase Agreement**").

We refer to a Debenture (the "**Debenture**") dated [***] made between, inter alia, [***] (the "**Security Agent**") and ourselves. Terms defined in the Debenture are to have the same meanings in this letter.

We hereby give you notice that the Acquisition Agreement Claims have been assigned to the Security Agent by Clause 3.1 (*Security Assignments*) of the Debenture.

We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous directions which we may have given you to the contrary):

- unless otherwise directed by the Security Agent, to furnish or disclose to the Security Agent in addition to ourselves all notices, matters or things required under the Acquisition Agreement or any other Acquisition Document to be furnished and disclosed to ourselves; and
- to accept from and agree with the Security Agent (and not ourselves) all claims under, discharges for and waivers, variations, terminations and cancellations of the Acquisition Agreement, any other Acquisition Document and/or the Acquisition Agreement Claims without any reference to or further authority from us.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Security Agent together give you notice in writing revoking them.

This letter and all non-contractual obligations arising in any way whatsoever out of or in connection with this letter shall be governed by, construed and take effect in accordance with English law.

Please confirm your acknowledgement of this Notice by signing the acknowledgements set out at the foot of the enclosed duplicate hereof and by returning the same to Hogan Lovells International LLP at Atlantic House, London EC1A 2FG (Ref F3/PRM/HANDYALI/1R4537/001465) and to [****Security Agent's name and address****] marked for the attention of [***].

Signed

.....
for and on behalf of

[***the Company***]

[on copy]

ACKNOWLEDGEMENT

To: Hogan Lovells International LLP

Atlantic House

London EC1A 2FG

Ref: F3/PRM/HANDYALI/1R4537/001465

To: [*** Security Agent ***]

For the attention of: [***]

We, [*** Vendor***] hereby acknowledge receipt of a notice of assignment from [***the Company***] (the "**Assignor**") of which the attached is a copy (the "**Notice of Assignment**").

We confirm that:

we have not received notice of any other assignment of the Acquisition Agreement Claims described in the Notice of Assignment or any interest therein;

we will not, without the prior written consent of the Security Agent, vary, rescind or otherwise alter or terminate any Acquisition Document or in any way prejudice the rights of the Security Agent and the Beneficiaries under the Acquisition Documents; and

we confirm that we will act in accordance with the instructions given by the Assignor in the Notice of Assignment.

For and on behalf of

.....
[*** Vendor***]

Dated:

PART 2

FORM OF NOTICE OF ASSIGNMENT OF HEDGING AGREEMENTS

To: [*Hedge Counterparty*]

[*date*]

Dear Sirs,

Notice of Assignment

We refer to a Debenture (the "**Debenture**") dated [***] made between, inter alia, [***] (the "**Security Agent**") and ourselves. Terms defined in the Debenture are to have the same meanings in this letter.

We hereby give you notice that we have assigned all our rights, title and interest in and to the Hedging Agreements [* define *] to the Security Agent by Clause 3.1 (c) (*Assignments*) of the Debenture.

We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous directions which we may have given you to the contrary):

1. unless otherwise directed by the Security Agent, to furnish or disclose to the Security Agent in addition to ourselves all notices, matters or things required under the Hedging Agreements to be furnished and disclosed to ourselves;
2. if a Declared Default has occurred, to hold to the order of the Security Agent all sums from time to time due and payable by you to us under the Hedging Agreements;
3. if a Declared Default has occurred, to pay or release all or any part of the sums from time to time due and payable by you to us under the Hedging Agreements in accordance with the written instructions given to you by the Security Agent from time to time; and
4. if a Declared Default has occurred, to comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to the Debenture, the sums payable to us from time to time under the Hedging Agreements or the debts represented thereby, which you receive from the Security Agent from time to time without reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Security Agent together give you notice in writing revoking them.

This letter shall be governed by and construed in accordance with the laws of England.

Please confirm your acknowledgement of this Notice by signing the acknowledgements set out at the foot of the enclosed duplicate hereof and by returning the same to Hogan Lovells International LLP at Atlantic House, London EC1A 2FG (Ref F3/PRM/HANDYALI/1R4537/001465) and to HSBC Corporate Trustee Company (UK) Limited 8 Canada Square, Canary Wharf, London E14 5HQ, UK marked for the attention of CTLA Trustee Admin@hsbc.com.

Signed

for and on behalf of

[*** Company ***]

[on copy]

ACKNOWLEDGEMENT

To: Hogan Lovells International LLP
Atlantic House
London EC1A 2FG

Ref: F3/PRM/HANDYALI/1R4537/001465

To: [*** Security Agent ***]

For the attention of: [***]

We, [*** Hedge Counterparty ***] hereby acknowledge receipt of a notice of assignment from [the Company] of which the attached is a copy (the "**Notice of Assignment**").

We confirm that we have not received notice of any other assignment of the Hedging Agreements described in the Notice of Assignment or any interest therein.

For and on behalf of

.....
[*** Hedge Counterparty ***]

Dated:

PART 3

FORM OF NOTICE OF ASSIGNMENT OF INSURANCE POLICIES

To: [*Insurer*]

[*Insurance broker*]

2011

Dear Sirs,

[Identify the relevant insurance policy(ies) (the "Policies")]

We refer to a Debenture (the "**Debenture**") dated 2016 made between, inter alios, HSBC Corporate Trustee Company (UK) Limited (the "**Security Agent**") and ourselves.

We hereby give you notice that we have charged to HSBC Corporate Trustee Company (UK) Limited (the "**Security Agent**") for the benefit of itself and certain other banks and financial institutions (the "**Beneficiaries**") all our rights, title and interest in the Policies (including the benefit of all claims arising and all money payable under them) as security for certain obligations owed by us to the Beneficiaries.

We further notify you that:

- (a) you may continue to deal with us in relation to the Policies until you receive written notice to the contrary from the Security Agent stating that a Declared Default has occurred (a "**Default Notice**");
- (b) you are authorised to disclose information in relation to the Policies to the Security Agent on request; and
- (c) the provisions of this notice may only be revoked with the written consent of the Security Agent.

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

- (d) you agree to act in accordance with the provisions of this notice;
- (e) you have not received notice that we have assigned our rights under the Policies to a third party or created any other charge or interest (whether by way of security or otherwise) in the Policies in favour of a third party;
- (f) following receipt of a Default Notice, you will hold to the order of the Security Agent all monies to which we are entitled under the Policies and pay or release all or any part of the monies to which we are entitled under the policies in accordance with the written instructions given to you by the Security Agent from time to time; and
- (g) following receipt of a Default Notice, you will comply with the terms of any written notice or instructions in any way relating to or purporting to relate to the Policies, the sums payable thereunder or the debts represented thereby, which you receive

from the Security Agent from time to time without reference to or further authority from ourselves and without any enquiry by you as to the justification for or validity of such notice or instruction.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Security Agent together give you notice in writing revoking them.

This letter shall be governed by and construed in accordance with the laws of England.

Please confirm your acknowledgement of this Notice by signing the acknowledgements set out at the foot of the enclosed duplicate hereof and by returning the same to Hogan Lovell International LLP at Atlantic House, London EC1A 2FG (Ref F3/PRM/HANDYALI/1R4537/001465) and to HSBC Corporate Trustee Company (UK) Limited, 8 Canada Square, Canary Warf, London E14 5HQ, UK marked for the attention of CTLA Trustee Admin@hsbc.com.

Signed

for and on behalf of

[*** Chargor ***]

[on copy]

ACKNOWLEDGEMENT

To: Hogan Lovells International LLP
Atlantic House
London EC1A 2FG
Ref: F3/PRM/HANDYALI/1R4537/001465

To: HSBC Corporate Trustee Company (UK) Limited
Level 27
8 Canada Square
London
E14 5HQ
UK

For the attention of: [***]

We, [*** insurer / insurance broker ***] hereby acknowledge receipt of a notice of assignment from [*** Chargor ***] of which the attached is a copy (the "**Notice of Assignment**") and confirm the matters set out in paragraphs (a) to (d) of the Notice of Assignment.

For and on behalf of

[*** Insurer / Insurance broker ***]

Dated:

SCHEDULE 8

FORM OF NOMINEE'S UNDERTAKING RELATING TO SPECIFIED INVESTMENTS

To: [***Security Agent***]
[***Address***]

From: [***Nominee*** Limited]
[***Address***]

Dated: ***

Dear Sirs

DEBENTURE DATED [***] (THE "DEBENTURE") BETWEEN (1) [***] AND THE OTHER COMPANIES LISTED THEREIN (THE "CHARGORS") AND (2) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED (THE "SECURITY AGENT") AS TRUSTEE FOR THE BENEFICIARIES (AS DEFINED IN THE DEBENTURE)

1. We confirm that we hold the Investments listed in the Schedule (the "Nominee Investments") as nominee for or to the order of [insert name] (the "Chargor") and agree that we will, after notification by you that the Debenture has become enforceable, hold them to your order, as Specified Investments, on and subject to the terms of the Debenture.
2. Following receipt of the notification referred to in paragraph 1, we will notify you immediately of the contents of any communication or document received by us as holder of the Nominee Investments.
3. Following receipt of the notification referred to in paragraph 1, we will:
 - (a) immediately pay to you or as you may direct any money received by us under the Derivative Rights relating to the Nominee Investments and we hereby declare ourselves as trustee of such money to hold, pending such payment, upon trust to pay to you;
 - (b) exercise, or refrain from exercising, all of our voting rights in respect of the Nominee Investments or any other rights forming part of the Nominee Investments strictly in accordance with the terms of the Debenture; and
 - (c) promptly give such instructions or directions as you require relating to any Nominee Investments or their Derivative Rights to protect or preserve your security.
4. Following receipt of the notification referred to in paragraph 1, we irrevocably appoint you by way of security our attorney (with full power to appoint substitutes and to delegate), in our name and on our behalf and as our act and deed, at any time to execute, deliver and perfect any transfer, renunciation, proxy, mandate, legal or other charge, mortgage, assignment, deed or other document, perform any act, or give any instructions under the rules and practices of a Relevant System or otherwise which may be required of the Chargor under the Debenture (or of us under this Undertaking) or deemed by you

necessary or desirable for any purpose of the Debenture or this Undertaking or to enhance or perfect the security intended to be constituted by the Debenture or to transfer legal ownership of any of the Nominee Investments or their Derivative Rights and we shall ratify and confirm all acts and things done by you or any substitute or delegate in the exercise or purported exercise of this power of attorney.

5. This Undertaking shall be governed by and construed in accordance with English law and we irrevocably submit for your benefit to the non-exclusive jurisdiction of the English courts.
6. Terms defined in the Debenture and principles of interpretation provided for in it shall have the same meanings and shall apply in this Undertaking, unless otherwise defined in this Undertaking or the context otherwise requires.

This Undertaking has been executed as a Deed the day and year first above written.

Executed and delivered as a)
Deed by [***insert name of Nominee***])
(pursuant to a resolution)
by its Board of Directors) acting by:)

Director

Director/Secretary

[***Address***]

Facsimile No: ***

Telephone No: ***

Attention: ***

SCHEDULE - THE NOMINEE INVESTMENTS

Number of Shares

**Denomination and
Class of Shares**

Name of Issuer

SCHEDULE 9

FORM OF LETTER OF DIRECTION

Form of letter of direction for use in connection with an equitable charge
of Investments held in CREST

[***TO BE TYPED ON THE HEADED NOTEPAPER OF THE SECURITY AGENT***]

To: [***Chargor***]
[***Address***]

Dear [***Chargor***]

We refer to the debenture executed by you dated [***] (the "**Debenture**") under which you created a fixed equitable charge in our favour over, amongst other things, the shares, brief particulars of which are set out in the Schedule to this letter (the "**Shares**").

By this letter, which is expressly contemplated by the Debenture and is to be taken as forming a single agreement with it, we instruct you to give or cause to be given, and you confirm that you shall immediately give or cause to be given, to Euroclear UK & Ireland Limited (formerly known as CRESTCo Limited) ("**Euroclear**"), as Operator of the CREST system, all necessary instructions in accordance with Euroclear's specifications and requirements, and take or procure to be taken such actions as shall be required to be taken, to ensure the transfer today of all the Shares into an escrow balance in your member account [***] in respect of which we/our nominee, [*** Limited] (participant ID [***]) are/is named as escrow agent. It is acknowledged and agreed that the transfer to escrow will, in the shared note field, refer to flag "5" which shall be entered by any party to the CREST transfer who is entitled to enter the same.

Pending the transfer in CREST to the escrow balance, by signing and returning this letter, you will thereby transfer and confirm the transfer to us/[*** Limited] of your entire interest in the Shares subject to the terms of the Debenture referred to above. We acknowledge that the interest and rights conferred upon us/[***Nominees*** Limited] by such action in relation to the Shares concerned are held and exercisable by us/[***Nominees*** Limited] subject to the terms of your Membership Agreement with Euroclear.

It is hereby certified that the transfer of the Shares and of any interest in the Shares is transferred by way of security for a loan.

We enclose a duplicate of this letter for your files.

Yours faithfully

for [***Insert name of Security Agent***]

SCHEDULE

Number of Shares

**Denomination and
Class of Shares**

Name of Issuer

Endorsement

We, the undersigned, being the Chargor referred to above, agree, confirm and declare as set out above.

.....
[***Insert name of Chargor***]

SCHEDULE 10

DETAILS OF DEBTS OWING TO A CHARGOR BY ANOTHER MEMBER OF THE GROUP WHICH ARE SUBJECT TO A FIXED CHARGE

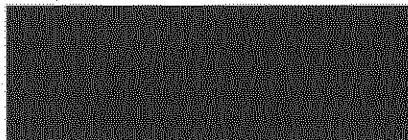
Borrower	Lender	Document	Amount
Lausanne Financing Limited	Iridium Bidco Limited	Intra-group loan agreement dated on or around the date of this Debenture	£11,303,144.84
Lausanne Midco Limited	Iridium Bidco Limited	Intra-group loan agreement dated Intra-group loan agreement dated on or around the date of this Debenture	£376,668.98
Lausanne Topco Limited	Iridium Bidco Limited	Intra-group loan agreement dated Intra-group loan agreement dated on or around the date of this Debenture	£278,477.84
Iridium Bidco Limited	Iridium Midco Limited	Intra-group loan agreement dated Intra-group loan agreement dated on or around the date of this Debenture	£35,788,772.59

EXECUTION PAGE

THE CHARGORS

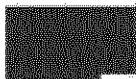
Executed and Delivered as a
Deed by IRIDIUM MIDCO LIMITED
acting by a director

)
)
)



GARRETH HEALEY

In the presence of:



Name of witness:

ROSHINY PANCHANGAM

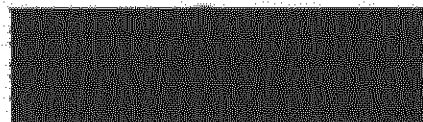
Address:

Squire Patton Boggs (UK) LLP
7 Devonshire Square
London

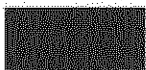
Occupation:

TRUSTEE SOLICITOR

Executed and Delivered as a
Deed by IRIDIUM BIDCO LIMITED
acting by a director



In the presence of:



Name of witness:

ROSHINY PANCHANGAM

Address:

Squire Patton Boggs (UK) LLP
7 Devonshire Square
London

Occupation:

TRUSTEE SOLICITOR

THE SECURITY AGENT

Signed by
for and on behalf of HSBC Corporate
Trustee Company (UK) Limited:

)
)
)

Authorised Signatory

Address details:

8 Canada Square, Canary Warf, London E14 5HQ

Fax: 0207 991 4350

Email: ctla.trustee.admin@hsbc.com

Attn: CTLA Trustee Admin@hsbc.com

EXECUTION PAGE

THE CHARGORS

Executed and Delivered as a)
Deed by IRIDIUM MIDCO LIMITED)
acting by a director)

Director

In the presence of:

Name of witness:

Address:

Occupation:

Executed and Delivered as a)
Deed by IRIDIUM MIDCO LIMITED)
acting by a director)

Director

In the presence of:

Name of witness:

Address:

Occupation:

THE SECURITY AGENT

Signed by)
for and on behalf of HSBC Corporate)
Trustee Company (UK) Limited:)

Address details:

8 Canada Square, Canary Warf, London E14 5HQ

Fax: 0207 991 4350

Email: ctla.trustee.admin@hsbc.com

Attn: CTLA Trustee Admin@hsbc.com

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Hogan Lovells