



**Registration of a Charge**

Company name: **Innospec Performance Chemicals Europe Limited**

Company number: **10327773**



X5LXKT57

Received for Electronic Filing: **16/12/2016**

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**Details of Charge**

Date of creation: **14/12/2016**

Charge code: **1032 7773 0001**

Persons entitled: **LLOYDS BANK PLC AS SECURITY AGENT AND TRUSTEE FOR ITSELF  
AND THE OTHER FINANCE PARTIES**

Brief description: **NOT APPLICABLE**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

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

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

Certified by:

**ADDLESHAW GODDARD LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 10327773

Charge code: 1032 7773 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th December 2016 and created by Innospec Performance Chemicals Europe Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th December 2016 .

Given at Companies House, Cardiff on 19th December 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 14 December

2016

**INNOSPEC PERFORMANCE CHEMICALS EUROPE LIMITED**  
(as Chargor)

**LLOYDS BANK PLC**  
(as Security Agent)

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**DEBENTURE**

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This Debenture is made on 14 December

2016

Between

- (1) **The Company** named in schedule 1 hereto as an original chargor (**Original Chargor**); and
- (2) **Lloyds Bank plc** as security agent and trustee for itself and the other Finance Parties (**Security Agent**).

It is agreed

## **1 Definitions and Interpretation**

### **1.1 Interpretation**

Terms defined in the Facility Agreement shall (unless otherwise defined in this Debenture) have the same meaning in this Debenture and any notice given under or in connection with this Debenture and in addition in this Debenture and any notice given under or in connection with this Debenture, unless the context otherwise requires, the following expressions have the following meanings:

**Account** means any account opened or maintained by any Chargor with the Security Agent or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights

**Additional Chargor** means a company which creates Security over its assets in favour of the Security Agent by executing a Security Deed of Accession

**Assigned Agreements** means the agreements specified in part 1 of schedule 4 (Assigned Agreements)

**Cash Collateral Account** means any Account that may from time to time be identified in writing as a Cash Collateral Account by the Security Agent and the Chargor

**Charged Debts** has the meaning given to it in clause 8.4 (Collection of Book Debts)

**Charged Property** means all the assets, property, goodwill and undertaking of the Chargors from time to time charged, secured or assigned to the Security Agent pursuant to the terms of this Debenture

**Chargor** means an Original Chargor or an Additional Chargor

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

**Collection Account** has the meaning given to it in clause 8.4 (Collection of Book Debts)

**Default Rate** means the same rate at which default interest is payable under clause 9.4 (Default interest) of the Facility Agreement

**Direction** has the meaning given to it in clause 8.3(f) (Property Undertakings)

**Distribution Rights** means, in relation to an Investment or Subsidiary Share, all dividends, distributions and other income paid or payable on the relevant Investment or Subsidiary Share (as the case may be) together with all shares or other property derived from that

Investment or Subsidiary Share (as the case may be) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus preference, option or otherwise)

**Facility Agreement** means the multicurrency revolving and term facility agreement dated 14 December 2011 as amended and restated on 28 August 2013 and 6 November 2015 and further amended and restated on or around the date of this Debenture and made between, among others, Innospec Inc. as parent, the companies named therein as borrowers and guarantors, the financial institutions named therein as arrangers, the financial institutions named therein as lenders, and Lloyds Bank plc as agent and security agent, as the same subsequently may be varied, amended, restated, modified, supplemented or replaced from time to time

**Floating Charge Asset** has the meaning given to it in clause 3.5 (Automatic conversion of Floating Charge)

**Indebtedness** means all money and liabilities now or hereafter due, owing or incurred to the Finance Parties (or any of them) by each Obligor under the Finance Documents (or any of them) (including, for the avoidance of doubt, any increase in the amount of a Facility provided under any of them) in any currency or currencies, whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal, guarantor or surety, together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith

in each case, excluding any obligation which, if it were so included, would result in this Debenture contravening Section 678 or 679 of the Companies Act 2006

**Insurances** has the meaning given to it in clause 3.1(f) (Fixed Charges)

**Investment** means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Subsidiary Shares)
- (b) all interests in collective investment schemes and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b)

in each case whether held directly by or to the order of a Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system)

**Planning Acts** means the Town and Country Planning Act 1990 and The Planning (Listed Buildings and Conservation Areas) Act 1990, The Planning (Hazardous Substances) Act 1990, The Planning (Consequential Provisions) Act 1990, The Planning and Compensation Act 1991 and any regulations made pursuant thereto and any subsequent legislation of a similar nature

**Pre-Approved Lease** means a lease which is permitted to be granted by a Chargor pursuant to the provisions of clause 22.4(b)(ix) (Disposals) of the Facility Agreement

**Premises** means:

- (a) any freehold, leasehold or immovable property from time to time owned by any Chargor or in which any Chargor is otherwise interested (including the freehold and leasehold property specified in schedule 2 (Details of the Premises)) and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property

and includes all Related Rights

**Receiver** means a receiver or receiver and manager or where permitted by law, an administrative receiver or (if the Security Agent so specifies in the relevant appointment) receiver appointed by the Security Agent pursuant to this Debenture in respect of any of the Chargors or over all or any of the Charged Property and that term will include any appointee made under a joint and/or several appointment

**Related Rights** means, in relation to any asset:

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

**Security Deed of Accession** means a deed in the form set out in schedule 6 (Form of Security Accession Deed) by which a person will become a party to this Debenture as a Chargor

**Subsidiary Shares** means all shares held by, to the order or on behalf of any Chargor in its Subsidiaries including, without limitation, all shares specified in schedule 3 (Subsidiary Shares)

**Tangible Moveable Property** means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargors' stock in trade or work in progress) and all Related Rights

## 1.2 Construction

The provisions of clause 1.2 (Construction) of the Facility Agreement apply to this Debenture as though they were set out in full in this Debenture, except that references to the Facility Agreement are to be construed as references to this Debenture and in this Debenture, unless the context otherwise requires:

- (a) a reference to a party to this Debenture or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, their respective successors and permitted assignees or transferees;
- (b) references to clauses and schedules are references to, respectively, clauses of and schedules to this Debenture and references to this Debenture include its schedules;



- (c) a reference to (or to any specified provision of) any agreement, deed or other instrument (including the Finance Documents) is to be construed as a reference to that agreement, deed or other instrument or that provision as it may have been or hereafter be, from time to time, amended, varied, supplemented, restated or novated but excluding for this purpose any amendment, variation, supplement or modification which is contrary to any provision of the Finance Documents;
- (d) a reference to a statute or statutory instrument or any provision thereof is to be construed as a reference to that statute or statutory instrument or such provision thereof as the same may have been, or may from time to time hereafter be, amended or re-enacted;
- (e) the index to and the headings in this Debenture are inserted for convenience only and are to be ignored in construing this Debenture;
- (f) the terms of the other Finance Documents and of any side-letters between any of the Chargors and the Finance Parties (or any of them) relating thereto are incorporated herein to the extent required for any purported disposition of the Charged Property contained in this Debenture to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989;
- (g) the parties intend that this document shall take effect as a Deed notwithstanding the fact that a party may only execute this document under hand; and
- (h) words importing the plural shall include the singular and vice versa.

### 1.3 Third Party Rights

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

## 2 Covenant to Pay

### 2.1 Covenant to Pay

Each of the Chargors will pay or discharge the Indebtedness as and when the same falls due for payment under, and in the manner provided for in, the Finance Documents (including any liability in respect of further advances made under the Finance Documents) and each Chargor shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by such Chargor to the Security Agent (whether for its own account or as trustee for the Finance Parties) or any of the other Finance Parties in respect of any such liabilities, provided that neither such covenant nor the security constituted by this Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law or cause or result in any deemed dividend to any US Obligor or US Bilateral Borrower pursuant to the Internal Revenue Code and the regulations promulgated and the judicial and administrative decisions rendered under it.

### 2.2 Interest on Demands

If any Chargor fails to pay any sum on the due date for payment of that sum the Chargors shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the Default Rate.

### 3 Charging clause

#### 3.1 Fixed Charges

As continuing security for the payment and discharge of all the Indebtedness, each Chargor hereby charges in favour of the Security Agent (for the benefit of itself and the other Finance Parties and as trustee for the Finance Parties) with full title guarantee the following assets, both present and future, from time to time owned by that Chargor or in which that Chargor is from time to time interested:

- (a) by way of first legal mortgage all its estates or interests in the freehold and leasehold property specified in schedule 2 (Details of the Premises) (if any), together with all buildings and fixtures (including trade fixtures) at any time thereon;
- (b) by way of first fixed charge all other estates or interests (not being charged by clause 3.1(a) above) in any freehold or leasehold property now or subsequently owned by it, together with the buildings, fixtures (including trade fixtures and fittings) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all agreements relating to land;
- (c) by way of first fixed charge all the Chargor's right, title and interest in and to all Tangible Moveable Property owned by it or in its possession;
- (d) by way of first fixed charge all right, title and interest in and to the Subsidiary Shares (including those listed in schedule 3 (Subsidiary Shares)) owned by it or held by any nominee on its behalf, together with all Distribution Rights accruing thereto, save that the Subsidiary Shares or Distribution Rights charged by way of fixed charge as security for the obligations of the US Obligors or US Bilateral Borrowers under the Finance Documents shall be those that carry, in aggregate, no more than 65% of the right to vote at a shareholders' meeting of the relevant Subsidiary if the charging of any of the foregoing having the right to vote at a shareholders' meeting of that Subsidiary would cause or result in any deemed dividend to any US Obligor or US Bilateral Borrower pursuant to the Internal Revenue Code and the regulations promulgated and the judicial and administrative decisions rendered under it;
- (e) by way of first fixed charge all right, title and interest in and to the Investments owned by it together with all Distribution Rights accruing thereto, such fixed charge to be without prejudice to the ability of any Chargor to dispose of Cash Equivalents in accordance with the Facility Agreement, save that the Investments or Distribution Rights charged by way of fixed charge as security for the obligations of the US Obligors or US Bilateral Borrowers under the Finance Documents shall be those that carry, in aggregate, no more than 65% of the right to vote at a shareholders' meeting of the relevant Subsidiary if the charging of any of the foregoing having the right to vote at a shareholders' meeting of that Subsidiary would cause or result in any deemed dividend to any US Obligor or US Bilateral Borrower pursuant to the Internal Revenue Code and the regulations promulgated and the judicial and administrative decisions rendered under it;
- (f) (to the extent not effectively assigned under clause 3.3 (Assignment by way of Security)) by way of first fixed charge all rights and interests of that Chargor in and claims under all policies of insurance relating to Material Insurances and all proceeds thereof held by, or written in favour of, that Chargor or in which that Chargor is otherwise interested (the **Insurances**);

- (g) by way of first fixed charge all its right, title and interest in and to book and other debts, revenues and monetary claims owed to it and all its rights and its claims against third parties (including, without limitation, other members of the Group) and against any Security or guarantee in respect of such debts, revenues or claims;
- (h) by way of first fixed charge (subject to clause 8.4(b) (Collection of Book Debts)) all its right, title and interest in, and all monies standing to the credit of, any and all Accounts (including without limitation each Cash Collateral Account and each Collection Account);
- (i) by way of first fixed charge all right, title and interest in and to the Intellectual Property; and
- (j) by way of first fixed charge all right, title and interest from time to time in and to its goodwill and rights in relation to its uncalled capital.

### 3.2 Floating Charge

- (a) As further continuing security for the payment and discharge of all the Indebtedness, each Chargor hereby charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Finance Parties and as trustee for the Finance Parties) by way of first floating charge all its assets and undertaking whatsoever and wheresoever both present and future not effectively charged by way of fixed charge pursuant to the provisions of clause 3.1 (Fixed Charges) or not effectively assigned by way of a fixed Security pursuant to clause 3.3 (Assignment by way of Security), provided that such floating charge shall not extend to any insurances (or the proceeds thereof) taken out for the direct benefit of officers or employees of any Chargor, and provided that the Subsidiary Shares, Investments or Distribution Rights charged by way of floating charge as security for the obligations of the US Obligors or US Bilateral Borrowers under the Finance Documents shall be those that carry, in aggregate, no more than 65% of the right to vote at a shareholders' meeting of the relevant Subsidiary if the charging of any of the foregoing having the right to vote at a shareholders' meeting of that Subsidiary would cause or result in any deemed dividend to any US Obligor or US Bilateral Borrower pursuant to the Internal Revenue Code and the regulations promulgated and the judicial and administrative decisions rendered under it.
- (b) The floating charge created by this clause 3.2 (Floating Charge) is a "qualifying floating charge" for the purposes of Paragraph 14 of Schedule B1 to the Insolvency Act 1986.

### 3.3 Assignment by way of Security

As further continuing security for the payment and discharge of all the Indebtedness each Chargor assigns (to the fullest extent capable of assignment) in favour of the Security Agent (for the benefit of itself and the other Finance Parties and as trustee for the Finance Parties) with full title guarantee all its rights, title and interest in the Assigned Agreements provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the relevant Chargor re-assign the Assigned Agreements to that Chargor (or as it shall direct).

### 3.4 Conversion of Floating Charge

The Security Agent may, and upon receiving instructions from the Majority Creditors the Security Agent will, at any time by notice in writing to any Chargor convert the floating charge created pursuant to clause 3.2 (Floating Charge) into a fixed charge as regards such assets as it shall specify in the notice in the event that:

- (a) an Event of Default has occurred and is unremedied and unwaived; or
- (b) the Security Agent is or the Majority Creditors are (as the case may be) of the view that:
  - (i) such assets are in danger of being seized or sold; or
  - (ii) any legal process or execution is being enforced against such assets; or
  - (iii) that such assets are otherwise in jeopardy,

and by way of further assurance, the relevant Chargor shall promptly execute a fixed charge over such assets in such form as the Security Agent shall require.

### 3.5 Automatic conversion of Floating Charge

Notwithstanding clause 3.4 (Conversion of Floating Charge) and without prejudice to any law which may have a similar effect,

- (a) if any Chargor creates (or purports to create) any Security not expressly permitted under the Finance Documents on or over any of the Charged Property which is not expressed to be subject to a fixed charge under this Debenture (a **Floating Charge Asset**) without the prior consent in writing of the Security Agent; or
- (b) if any person levies or attempts to levy any distress, attachment, execution or other legal process against any such Floating Charge Asset; or
- (c) if a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of a Chargor or an administrator is appointed to a Chargor; or
- (d) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to a Chargor or files such a notice with the court,

the floating charge created by this Debenture will automatically (without notice) be converted into a fixed charge:

- (i) in the case of either (a) or (b) above, over the relevant Floating Charge Asset; and
- (ii) in the case of either (c) or (d) above, over all of the relevant Chargor's assets,

immediately such event occurs.

## **4 Continuing Security**

### **4.1 Continuing Security notwithstanding intermediate payment**

This Security is to be a continuing Security notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by any Obligor or any other person of the whole or any part of the Indebtedness and it shall remain in full force and effect as a continuing Security for the Indebtedness unless and until discharged by the Security Agent.

### **4.2 Additional Security**

This Security and the Collateral Rights shall be in addition to, independent of and without prejudice to, any other Security or securities which the Security Agent and/or any other Finance Party may now or hereafter hold for all or any part of the Indebtedness or any other obligations or any rights, powers and remedies provided by law, and this Security may be enforced against any Chargor without first having recourse to any other rights of the Security Agent and/or any other Finance Party (as the case may be).

## **5 Further Assurance**

### **5.1 General**

- (a) The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in clause 5.1(b) below.
- (b) Each Chargor will at its own expense promptly execute such deeds, assurances, agreements, instruments and otherwise do such acts and things as the Security Agent or a Receiver may reasonably require and in such form as the Security Agent or Receiver may reasonably require for perfecting and protecting the Security created (or intended to be created) by this Debenture or the exercise of the Collateral Rights or facilitating the realisation thereof or otherwise for enforcing the same or exercising any of the Security Agent's or a Receiver's rights hereunder. In particular, but without limitation, each Chargor will:
  - (i) execute a legal mortgage in such form as the Security Agent shall reasonably require of any freehold or leasehold property and all fixtures and fittings thereon now or in the future belonging to that Chargor which is not hereby effectively charged by way of legal mortgage or which may hereafter be acquired by a Chargor;
  - (ii) execute a legal assignment in such form as the Security Agent may reasonably require over all or any of the debts, rights, claims and contracts hereby charged;
  - (iii) following conversion of the Floating Charge created pursuant to clause 3.2 (Floating Charge) into a fixed charge in accordance with the terms of this Debenture, execute a fixed charge in such form as the Security Agent may reasonably require over any asset the subject of the floating charge hereunder; and
  - (iv) otherwise execute all transfers, conveyances, assignments and assurances whatsoever and give all notices, orders, instructions and directions

whatsoever which the Security Agent may (acting reasonably) think expedient.

- (c) Each Chargor shall take all such action as is available to it (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 by or pursuant to this Debenture.
- (d) Any Security document required to be executed by a Chargor pursuant to this clause 5.1 will be prepared at the cost of that Chargor and, to the extent appropriate, will contain clauses corresponding to the provisions set out in this Debenture.

## 5.2 H.M. Land Registry

- (a) In relation to real property situated in England and Wales, each Chargor hereby consents to an application being made to HM Land Registry to enter a restriction in Land Registry standard form P in the Proprietorship Register of all present and future registered freehold and leasehold property of that Chargor (and any unregistered properties subject to compulsory first registration at the date of this Debenture), and the restriction shall be in the following form:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated       ♦ 2016) in favour of Lloyds Bank plc referred to in the charges register."

- (b) The Lenders are under an obligation to make further advances to the Borrowers and this Security has been made for securing such further advances. The Chargor hereby consents to an application being made to HM Land Registry to enter the obligation to make further advances on the Charges Register of any registered land forming part of the Charged Property.
- (c) In respect of any part of the Charged Property the title to which is registered at H.M. Land Registry it is hereby certified that the Security created by this Debenture does not contravene any of the provisions of the Memorandum or Articles of Association of any Chargor.

## 5.3 Register of Trade Marks

Each Chargor as registered proprietor hereby appoints the Security Agent its agent to apply for the particulars of this Debenture and of the Finance Parties' interest in the Intellectual Property and any other or future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of each Chargor to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994 and each Chargor hereby agrees to execute all documents and forms required to enable such particulars to be entered on the Register of Trade Marks.

#### 5.4 Implied Covenants for Title

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

### 6 Negative pledge and disposal restrictions

Except to the extent permitted by the Finance Documents, during the continuance of this Security no Chargor will, without the prior consent in writing of the Security Agent:

- (a) create or agree to create or permit to subsist any Security over the whole or any part of the Charged Property;
- (b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time):
  - (i) execute any conveyance, sale, transfer, lease, licence or assignment of, or other right to use or occupy, all or any part of the Charged Property;
  - (ii) create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property;
  - (iii) (a) grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Charged Property or (b) allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Charged Property, which may, in each case, adversely affect the value of any of the Charged Property or the ability of the Security Agent to exercise any of the Collateral Rights; or
  - (iv) assign or otherwise dispose of any interest in any Account and no right, title or interest in relation to any Account maintained with the Security Agent, or the credit balance standing to any such Account shall be capable of assignment or other disposal; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property.

### 7 Representations and Warranties

#### 7.1 Matters Represented

- (a) Each Chargor represents and warrants to the Security Agent (for the benefit of itself and the other Finance Parties) in the terms set out in clauses 7.2 (Property) and 7.3 (Subsidiary Shares) below.
- (b) Each representation and warranty given by each Chargor in this clause 7 is given on the date of this Debenture and is deemed to be repeated by each Chargor on each day, that there is any Indebtedness outstanding by reference to the circumstances then existing.

## 7.2 Property

Schedule 2 (Details of the Premises) identify next to the name of each Chargor all freehold and leasehold properties owned by that Chargor (if any) as at the date of this Debenture and (save as permitted by the Facility Agreement) there are no proceedings, actions or circumstances relating to nor any covenants, agreements, reservations or interests affecting any of such freehold or leasehold property which materially and adversely affect their value or the ability of that Chargor to use such properties for the purposes for which they are currently used.

## 7.3 Subsidiary Shares

Each Chargor is, subject to any transfer permitted under clause 22.4 (Disposals) of the Facility Agreement, the legal and beneficial owner of the Subsidiary Shares identified next to its name in schedule 3 (save in relation to those Subsidiary Shares as are held by a nominee for that Chargor in which case that Chargor is the beneficial owner only of such Subsidiary Shares) and all such Subsidiary Shares are fully paid up.

## 8 Undertakings

### 8.1 Duration of Undertakings

Each Chargor undertakes to the Security Agent (for the benefit of itself and the other Finance Parties) in the terms of the following provisions of this clause 8, such undertakings to commence on the date of this Debenture and to continue for so long as the Security constituted by this Debenture (or any part thereof) remains in force.

### 8.2 General Undertakings

Each Chargor undertakes that:

- (a) it will not do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the Security constituted by this Debenture;
- (b) except for any plant and machinery which are obsolete for the purpose for which such plant and machinery are normally utilised, it will keep all plant and machinery comprised in the Charged Property in good and substantial repair and in good working order, fair wear and tear excepted;
- (c) it will observe and perform in all material respects all covenants and stipulations from time to time affecting the Charged Property (including, without limitation, any lease) or the mode of user or the enjoyment of the same (except those which are being contested in good faith upon legal advice), make all payments, carry out all registrations or renewals and generally take all such steps as may be necessary to preserve, maintain and renew when necessary or desirable all Intellectual Property owned by that Chargor or in respect of which that Chargor has a licence to use (and in each case which is necessary to its business) and all the Charged Property; and
- (d) it will from time to time on the request of the Security Agent, supply the Security Agent with such information as the Security Agent may reasonably require about the Chargor's business and affairs, the charged property and its compliance with the terms of this Debenture.



### 8.3 Property Undertakings

Each Chargor will:

- (a) keep the Premises in a good and substantial condition and state of repair and not without the prior written consent of the Security Agent (not to be unreasonably withheld or delayed) (unless to do so would not, in the reasonable opinion of the relevant Chargor, materially prejudice the value of the Charged Property or prejudice the Security created by this Debenture) erect any buildings or structures on the Premises or demolish all or any part of the Premises or make any additions or structural or other material alteration to or change the use of the Premises or any part thereof or do or suffer to be done (except in the ordinary course of repair, maintenance or improvement) anything in relation to the Premises which constitutes development (as that expression is defined in the Planning Acts) and which requires permission under the Planning Acts;
- (b) observe and perform in all material respects all covenants, agreements and stipulations from time to time affecting its interest in the Premises or the mode of user or the enjoyment of the same and not do or suffer to be done any act or thing whereby any lease or other document which gives any right to occupy any part of the Premises may become liable to forfeiture or otherwise be determined;
- (c) punctually pay and indemnify the Security Agent and any Receiver against all present and future rents, rates, taxes, assessments and outgoings of whatsoever nature imposed upon or payable in respect of the Premises or any part thereof or by the owner or occupier thereof;
- (d) notify the Security Agent immediately before contracting to purchase any estate or interest in freehold or leasehold property (other than an interest in a leasehold property which has a term of less than 7 years, a **Short Lease**) and supply the Security Agent with such details of the purchase as the Security Agent may from time to time request and forthwith to notify the Security Agent in writing of the acquisition by it of any freehold or leasehold property (other than a Short Lease). In the case of any leasehold property (other than a Short Lease) where the consent of the landlord (in which the reversion is vested) needs to be obtained in order for that Chargor to execute any such legal mortgage referred to in 5.1(b) (General), it shall exercise all reasonable endeavours to obtain such consent and shall comply with its obligations under clause 5.1(a) (General) forthwith upon such consent being forthcoming;
- (e) not do or allow or omit to be done any act, matter or thing whereby any provisions of or regulations made under the Planning Acts shall be infringed nor contravene any other statutory provision or regulation or order of any local or other authority whatever (including any law or regulation concerning the protection of health and safety, the environment or the restriction of harmful emissions) affecting the Premises nor, without the consent of the Security Agent (not to be unreasonably withheld or delayed), make any application for the grant of planning permission within the meaning of the Planning Acts;
- (f) within seven days after receipt by it of any notice or order (**Direction**) served on or issued to it by any local or other authority (whether under the Planning Acts or otherwise) in respect of the Premises:

- (i) give full particulars of the Direction to the Security Agent and, if so requested by the Security Agent, produce the Direction or a copy thereof to the Security Agent; and
  - (ii) advise the Security Agent from time to time of the steps taken or proposed to be taken by it to comply with the terms of the Direction; and
  - (iii) without delay take all reasonable or necessary steps to comply with the Direction; and
  - (iv) at the request of the Security Agent (but at the cost of that Chargor) make or join with the Security Agent in making such objections or representations against or in respect of any proposal contained in the Direction as the Security Agent shall deem expedient in order to protect the Security Agent's Security interest in the Premises; and
  - (v) apply any compensation received as a result of implementation of the Direction in reduction of the Indebtedness or (at the option of the Security Agent) deposit the same with the Security Agent upon such terms as to set-off, assignment and/or charge or otherwise as the Security Agent shall require;
- (g) permit the Security Agent and such person or persons as it shall nominate at all reasonable times during business hours and on not less than 24 hours' written notice to that Chargor to enter into and upon the Premises to view the state and condition of the Premises and forthwith after service by the Security Agent of notice of any defect or want of repair without delay promptly remedy such defect or want of repair;
- (h) save as permitted under the Facility Agreement not, without the consent of the Security Agent (not to be unreasonably withheld or delayed), grant any lease or tenancy of the Premises or any part thereof or grant any person any contractual licence or the right to occupy the Premises or otherwise part with possession of the Premises or any part of the Premises;
- (i) pay the rents reserved by and observe in all material respects and perform the covenants stipulations and conditions contained in any leases comprised in the Premises and on the part of that Chargor as tenant to be paid, observed and performed and to use all reasonable endeavours to procure the observance and performance by the landlord under the said leases of the covenants, stipulations and conditions to be performed on the part of the landlord;
- (j) not alter or vary or agree to alter or vary in any material way the terms of any lease or surrender, cancel, dispose of or permit to be forfeited any leasehold interest under which the Premises are held whether such lease be a lease under which it holds the Premises or superior thereto or a lease which it has (with the Security Agent's consent or as expressly permitted under the Facility Agreement) granted provided that a Chargor shall be entitled to alter or vary or agree to alter or vary in a material way the terms of any Pre-Approved Lease to the extent that after such alteration or variation the conditions of clause 22.4(b)(ix) (Disposals) of the Facility Agreement would remain satisfied in relation to such lease granted by it;
- (k) to the extent that there are any leases (other than Pre-Approved Leases) granted by it (with the consent of the Security Agent or as permitted under the Facility Agreement), use all reasonable endeavours to procure the payment by such tenants

to whom such leases have been granted of the rents reserved by and the observance and performance of the covenants, stipulations and conditions contained in such leases and to itself observe and perform the covenants, stipulations and conditions on the part of that Chargor to be observed and performed under such leases;

- (l) give immediate notice to the Security Agent if it receives any notice under section 146 of the Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any lease comprised in the Premises; and
- (m) not sever or dispose of any fixture or fitting now or at any time hereafter affixed to the Premises or any part thereof otherwise than in the ordinary course of maintenance or replacement or as otherwise permitted by clause 22.4 (Disposals) of the Facility Agreement.

#### 8.4 Collection of Book Debts

- (a) Each Chargor will:
  - (i) collect (as agent for the Security Agent) all book and other debts and all the other rights and claims (**Charged Debts**) charged to the Security Agent under this Debenture and pay into such specially designated account with the Security Agent or such other accounts with such other bank as the Security Agent may from time to time direct (each, a **Collection Account**) all money which it shall receive in respect thereof forthwith on receipt and pending such payment to hold all money so received upon trust for the Security Agent on behalf of the Finance Parties;
  - (ii) not, without the prior written consent of the Security Agent, or as permitted under the Facility Agreement, charge, factor, discount or assign any of the Charged Debts, in favour of any other person or purport to do so;
  - (iii) where a Collection Account is not maintained with the Security Agent, procure that the bank with whom such Collection Account is maintained has signed and delivered to the Security Agent a letter in the form set out in part 1 of schedule 5 (Notice to Account Banks); and
  - (iv)
    - (A) where a Cash Collateral Account is not maintained with the Security Agent, procure that the bank with which that Cash Collateral Account is maintained has signed and delivered to the Security Agent a letter in the form set out in part 2 of schedule 5 (Notice to Account Banks); and
    - (B) not, without the prior written consent of the Security Agent, withdraw all or any monies from time to time standing to the credit of a Cash Collateral Account.
- (b) Prior to the Security hereby created becoming enforceable, in the absence of any written directions to the contrary from the Security Agent, any monies in respect of the Charged Debts received by it and paid into a Collection Account which is not a Cash Collateral Account in accordance with the requirements of clause 8.4(a)(i) above shall, upon being paid into such a Collection Account, be released from the fixed charge created by clause 3.1(h) (Fixed Charges) and shall become subject to

the floating charge created by clause 3.2 (Floating Charge). Such release from the fixed charge over Charged Debts shall not affect, and shall be entirely without prejudice to, the continuance of the said fixed charge on all other Charged Debts of that Chargor outstanding from time to time.

- (c) The execution of this Debenture by the Chargors and the Security Agent shall constitute notice to the Security Agent of the charge created over any Account opened or maintained with the Security Agent.

#### 8.5 **Subsidiary Shares and Investments**

- (a) Immediately following execution of this Debenture each Chargor shall deliver to the Security Agent (or as it shall direct) all certificates and other documents of title to the Subsidiary Shares (other than those in Dormant Companies) and Investments (except the Cash Equivalents) together with instruments of transfer in respect of the Subsidiary Shares relating to its Subsidiaries (other than Dormant Companies) which are incorporated in England and Wales executed in blank (except for the number and class of shares and the name of transferor) and left undated on the basis that, subject to any transfer permitted under clause 22.4 (Disposals) of the Facility Agreement, the Security Agent (or its nominee) shall be entitled to hold such documents of title and stock transfer forms until the Indebtedness has been irrevocably and unconditionally discharged in full and shall be entitled, at any time following the occurrence of an Event of Default or if the Security Agent reasonably considers that the Security constituted by this Debenture is in jeopardy to complete (pursuant to its powers in Clause 9 (Attorney)) the stock transfer forms on behalf of the Security Agent in favour of itself or such other person as it shall select. If any direct Subsidiary of a Chargor which is a Dormant Company as at the date of this Debenture ceases to be a Dormant Company then within 14 days of such direct Subsidiary ceasing to be a Dormant Company the relevant Chargor shall deliver to the Security Agent all certificates and other documents of title to such Subsidiary Shares together with instruments of transfer relating thereto executed in blank and left undated on the same basis as set out above. Each Chargor shall promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Subsidiary Shares after the date of this Debenture, notify the Security Agent of that occurrence and procure the delivery to the Security Agent of all certificates or other documents of title representing such items, and such stock transfer forms or other instruments of transfer executed in blank and left undated on the same basis as set out above, provided that nothing in this provision shall require security to be created over any of the foregoing that would cause or result in any deemed dividend to any US Obligor or US Bilateral Borrower pursuant to the Internal Revenue Code and the regulations promulgated and the judicial and administrative decisions rendered under it.
- (b) Until an Event of Default shall have occurred:
  - (i) each Chargor shall be entitled to receive and retain all dividends, distributions and other monies paid on or derived from the Subsidiary Shares and Investments; and
  - (ii) each Chargor shall be entitled to exercise all voting and other rights and powers attaching to the Subsidiary Shares and Investments provided that it shall not exercise (and shall procure that any nominee acting on its behalf does not exercise) any such voting rights or powers in (i) a manner prejudicial

to the interests of the Security Agent under this Debenture or (ii) for a purpose inconsistent with any Finance Document.

- (c) The Security Agent may, upon the occurrence of an Event of Default, at its discretion (in the name of the relevant Chargor or otherwise and without any further consent or authority from the relevant Chargor):
  - (i) exercise (or refrain from exercising) any voting rights in respect of the Subsidiary Shares;
  - (ii) apply all dividends, interest and other monies arising from the Subsidiary Shares in accordance with clause 13 (Application of Monies);
  - (iii) transfer the Subsidiary Shares into the name of such nominee(s) of the Security Agent as it shall require; and
  - (iv) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Subsidiary Shares,
- (d) At any time when any Subsidiary Shares or Investments are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Subsidiary Shares and Investments are duly and promptly paid or received by it or its nominee or to verify that the correct amounts are paid or received or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Subsidiary Shares or Investments.
- (e) Each Chargor shall pay when due all calls or other payments which may be or become due in respect of any of the Investments and Subsidiary Shares, and in any case of default by a Chargor in such payment, the Security Agent may, if it thinks fit, make such payment on behalf of such Chargor in which case any sums paid by the Security Agent shall be reimbursed by the Chargors to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed at the rate and in accordance with clause 2.2 (Interest on Demands).

## 8.6 Service of Notices

Immediately following execution of this Debenture each Chargor will give notice to the other parties to the Assigned Agreements (other than (i) the Insurances, in relation to which clause 22.7 (Insurance) of the Facility Agreement shall apply and (ii) Hedging Agreements which have not been entered into on the date of this Debenture, in relation to which the relevant Chargor will give notice to the other parties to such Hedging Agreements within 14 days of entering into such Hedging Agreements) that it has assigned its rights under the Assigned Agreements to the Security Agent pursuant to clause 3.3 (Assignment by way of Security). Such notice will be given in substantially the form set out in part 2 of schedule 4 (Assigned Agreements) and each Chargor will use all reasonable endeavours to procure that each party served with such notice countersigns and returns the notice to the Security Agent on the date of this Debenture or (in the case of any Hedging Agreement entered into after the date of this Debenture) within 14 days of the date of that Hedging Agreement.

## 8.7 Intellectual Property

Each Chargor will:

- (a) do all such things as are necessary to maintain and keep in force such of its Intellectual Property as is material to its business; and
- (b) take all such action as may be required in order to protect the Intellectual Property which is material to its business from infringement by third parties.

## 8.8 Assigned Agreements

Each Chargor will:

- (a) perform its obligations under the Assigned Agreements in a diligent and timely manner;
- (b) except with the prior written consent of the Security Agent, not make or agree to make any amendments or modifications to the Assigned Agreements or waive any of its material rights under the Assigned Agreements or exercise any right to terminate any of the Assigned Agreements, in each case where such action would constitute a breach of the Facility Agreement; and
- (c) promptly inform the Security Agent of any material disputes relating to the Assigned Agreements.

## 8.9 Accounts

### (a) Accounts: Notification and Variation

Each Chargor, during the subsistence of this Debenture, will promptly deliver to the Security Agent on the date of this Debenture (and, if any change occurs thereafter, on the date of such change), details of each Account maintained by it with any bank or financial institution (other than with the Security Agent).

### (b) Accounts: Operation Before Event of Default

Each Chargor shall prior to the occurrence of an Event of Default be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account subject to any restriction on the operation of Accounts contained in this Debenture or in the Facility Agreement, and subject, in the case of a Cash Collateral Account, also to the prior written consent of the Security Agent.

### (c) Accounts: Operation After Event of Default

After the occurrence of an Event of Default the Chargors shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior written consent of the Security Agent

### (d) Accounts: Application of Monies

The Security Agent shall, upon the occurrence of an Event of Default, be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Indebtedness in accordance with clause 13 (Application of Monies).

**8.10 Deposit of Documents**

Promptly following a request by the Security Agent, each Chargor will promptly deposit with the Security Agent (or as it shall direct):

- (a) all deeds and documents of title relating to the Premises;
- (b) all policies of insurance held by it for the time being charged pursuant to this Debenture; and
- (c) all such other documents relating to the Charged Property as the Security Agent may from time to time reasonably require.

**8.11 Retention of Documents**

The Security Agent may retain any document delivered to it pursuant to clause 8.10 (Deposit of Documents) or otherwise until the Security over the assets to which the document relates created by this Debenture is released (pursuant to clause 24 (Release and Discharge) of this Agreement or clause 35.7 (Releases by Security Agent) of the Facility Agreement or otherwise) and if for any reason it ceases to hold any such document before such time, it may by notice to the relevant Chargor require that the relevant document be redelivered to it and that Chargor shall immediately comply (or procure compliance) with such notice.

**8.12 Power to Remedy**

If any Chargor fails to comply with any of the covenants set out in clauses 8.2 (General Undertakings) to 8.10 (Deposit of Documents) that Chargor will allow (and hereby irrevocably authorises) the Security Agent and/or such persons as it shall nominate to take such action on behalf of that Chargor as shall be necessary to ensure that such covenants are complied with. If any Chargor shall be in default of effecting or maintaining insurances or in producing any such policy or receipt to the Security Agent on demand all as required under the Finance Documents, the Security Agent may take out or renew such insurances in any sum which the Security Agent may think expedient and all money expended and costs incurred by the Security Agent under this provision shall form part of the Indebtedness.

**8.13 Indemnity**

Each Chargor will indemnify the Security Agent and will keep the Security Agent indemnified on demand against all losses, costs, charges and expenses incurred by the Security Agent as a result of a breach by that Chargor of its obligations under clauses 8.2 (General Undertakings) to 8.10 (Deposit of Documents) and in connection with the exercise by the Security Agent of its rights contained in clause 8.12 (Power to Remedy). All sums the subject of this indemnity will be payable by the Chargor to the Security Agent on demand and if not so paid will bear interest at the Default Rate. Any unpaid interest will be compounded with monthly rests.

**9 Attorney**

Each Chargor hereby irrevocably and by way of Security appoints the Security Agent and every Receiver of the Charged Property or any part thereof appointed hereunder and any person nominated for the purpose by the Security Agent or any Receiver (in writing under hand signed by an officer of the Security Agent or any Receiver) severally as its Attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise

perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Debenture or any other agreement binding on it to which the Security Agent is party, or which may be required or deemed proper in the exercise or delegation of the exercise of any rights or powers conferred on the Security Agent or any Receiver hereunder or otherwise for any of the purposes of this Debenture and each Chargor hereby covenants with the Security Agent to ratify and confirm all acts or things made, done or executed by such attorney as aforesaid.

## **10 Enforcement of Security**

### **10.1 Enforcement**

At any time after the occurrence of an Event of Default (unless such Event of Default has been remedied or waived) or if a Chargor requests the Security Agent to exercise any of its powers under this Debenture or if a petition or application is presented for the making of an administration order in relation to a Chargor or if any person who is entitled to do so gives written notice of its intention to appoint an administrator of a Chargor or files such a notice with the court, the Security created by or pursuant to this Debenture is immediately enforceable and the Security Agent may, without notice to any Chargor or prior authorisation from any court, in its absolute discretion:

- (a) enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property, and
- (b) whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Debenture) on mortgagees and by this Debenture on any Receiver or otherwise conferred by law on mortgagees or Receivers.

### **10.2 Right of Appropriation**

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

### **10.3 Effect of Moratorium**

The Security Agent shall not be entitled to exercise its rights under clause 10.1 (Enforcement) or clause 3.4 (Conversion of Floating Charge) where the right arises as a result of an Event of Default occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.



## **11 Extension and Variation of the Law of Property Act 1925**

### **11.1 Extension of Powers**

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Debenture shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Indebtedness shall be deemed due and payable for that purpose) on execution of this Debenture.

### **11.2 Restrictions**

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or to the exercise by the Security Agent of its right to consolidate all or any of the Security created by or pursuant to this Debenture with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to any Chargor on or at any time after the occurrence of an Event of Default (unless such Event of Default has been remedied or waived).

### **11.3 Power of Leasing**

The statutory powers of leasing may be exercised by the Security Agent at any time on or after the occurrence of an Event of Default (unless such Event of Default has been remedied or waived) and the Security Agent and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925.

## **12 Appointment of Receiver or Administrator**

### **12.1 Appointment and Removal**

After the occurrence of an Event of Default (unless such Event of Default has been remedied or waived) or if a petition or application is presented for the making of an administration order in relation to a Chargor or if any person who is entitled to do so gives written notice of its intention to appoint an administrator of a Chargor or files such a notice with the court or if requested to do so by a Chargor, the Security Agent may by deed or otherwise (acting through an authorised officer of the Security Agent), without prior notice to the Chargor:

- (a) appoint one or more persons to be a Receiver of the whole or any part of the Charged Property;
- (b) appoint two or more Receivers of separate parts of the Charged Property;
- (c) remove (so far as it is lawfully able) any Receiver so appointed;
- (d) appoint another person(s) as an additional or replacement Receiver(s); or
- (e) appoint one or more persons to be an administrator of the Chargor.

### **12.2 Capacity of Receivers**

Each person appointed to be a Receiver pursuant to clause 12.1 (Appointment and Removal) shall be:

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver;
- (b) for all purposes shall be deemed to be the agent of the Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Agent; and
- (c) entitled to remuneration for his services at a rate to be fixed by the Security Agent from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

#### 12.3 Statutory Powers of Appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Agent under the Law of Property Act 1925 (as extended by this Debenture) or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Property.

#### 12.4 Powers of Receiver

Any Receiver appointed hereunder shall have power in addition to the powers conferred by the Law of Property Act 1925 and Schedule 1 of the Insolvency Act 1986 (which are hereby incorporated in this Debenture) and notwithstanding the liquidation of a Chargor:

- (a) all the powers and rights of an absolute owner and power to do or omit to do anything that the relevant Chargor itself could do or omit to do, including the power to take possession of, collect and get in all or any part of the Charged Property and for that purpose to take any proceedings in the name of that Chargor or otherwise as he thinks fit;
- (b) generally to manage the Charged Property and to manage or carry on, reconstruct, amalgamate, diversify or concur in carrying on the business or any part thereof of that Chargor as he may think fit;
- (c) to make any arrangement or compromise or enter into or cancel any contracts which he shall think expedient in the interests of the Security Agent;
- (d) for the purpose of exercising any of the powers, authorities and discretions conferred on him by this Debenture and/or defraying any costs or expenses which may be incurred by him in the exercise thereof or for any other purpose to raise or borrow money or incur any other liability on such terms whether secured or unsecured as he may think fit and whether to rank for payment in priority to this Security or not;
- (e) without restriction to sell, let or lease, or concur in selling, letting or leasing, and to vary the terms of, determine, surrender or accept surrenders of, leases or tenancies of, or grant options and licences over or otherwise dispose of or deal with, all or any part of the Charged Property without being responsible for loss or damage, and so that any such sale, lease or disposition may be made for cash payable by instalments, loan stock or other debt obligations or for shares or securities of another company or other valuable consideration, and the Receiver may form and promote, or concur in forming and promoting, a company or companies to purchase, lease, licence or otherwise acquire interests in all or any of the Charged Property or otherwise, arrange for such companies to trade or cease to trade and to purchase,

lease, license or otherwise acquire all or any of the Charged Property on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit;

- (f) to make and effect all repairs, renewals and improvements to the Charged Property or any part of it as he may think fit and maintain, renew, take out or increase insurances;
- (g) to exercise all voting and other rights attaching to the Investments, Subsidiary Shares and stocks, shares and other securities owned by that Chargor and comprised in the Charged Property in such manner as he may think fit;
- (h) to redeem any prior encumbrance and settle and pass the accounts of the person entitled to the prior encumbrance so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on that Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (i) to appoint and discharge employees, officers, managers, agents, professionals and others for any of the purposes hereof or to guard or protect the Charged Property upon such terms as to remuneration or otherwise as he may think fit and to dismiss the same or discharge any persons appointed by that Chargor;
- (j) to settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or body who is or claims to be a creditor of that Chargor or relating in any way to the Charged Property or any part thereof;
- (k) to bring, prosecute, enforce, defend and discontinue all such actions and proceedings or submit to arbitration in the name of that Chargor in relation to the Charged Property or any part thereof as he shall think fit;
- (l) to sever and sell plant, machinery or other fixtures sold separately from the property to which they may be annexed;
- (m) to implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on, any real property comprised in the Charged Property and do all acts and things incidental thereto;
- (n) to purchase or acquire any land and purchase, acquire or grant any interest in or right over land;
- (o) to make calls conditionally or unconditionally on the members of that Chargor in respect of uncalled capital;
- (p) to exercise on behalf of that Chargor and without the consent of or notice to that Chargor all the powers conferred on a landlord or a tenant by the Landlord and Tenant Acts, the Rent Acts, the Housing Acts or any other legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Premises; and
- (q) to do all such other acts and things (including, without limitation, signing and executing all documents and deeds) as may be considered by the Receiver to be incidental or conducive to any of the functions, authorities, discretions, matters or

powers aforesaid or the exercise of the Collateral Rights or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property or bringing to his hands any assets of the relevant Chargor forming part of, or which, when got in, would be Charged Property, and to use the name of that Chargor for all the purposes aforesaid.

### **13 Application of Monies**

#### **13.1 Order of Payments**

All monies received following enforcement of the Security constituted by this Debenture by the Security Agent or any Receiver appointed hereunder shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied in accordance with clause 29.12 (Application of Proceeds by Security Agent) of the Facility Agreement.

#### **13.2 Insurance Monies**

Except as permitted under the Facility Agreement, all monies received by virtue of any insurance maintained or effected in respect of the Charged Property shall be paid to the Security Agent (or if not paid by the insurers directly to the Security Agent shall be held on trust for the Security Agent) and shall, at the option of the Security Agent, be applied in replacing or reinstating the property or assets destroyed, damaged or lost (any deficiency being made good by the relevant Chargor) or in reduction of the Indebtedness.

#### **13.3 Determination of Security Agent**

Any moneys received or realised by the Security Agent from a Chargor or a Receiver under this Debenture may be applied by the Security Agent to any item of account or liability or transaction to which they may be applicable in such order or manner as the Security Agent may determine.

#### **13.4 Suspense Account**

The Security Agent and any Receiver may place and keep (for such time as it shall think prudent) any money received, recovered or realised pursuant to this Debenture in or at a separate suspense account (without liability to pay interest on the amounts standing to the credit of such account) for so long and in such manner as the Security Agent may from time to time determine (to the credit of either the relevant Chargor or the Security Agent as the Security Agent shall think fit) and the Receiver may retain the same for such period as he and the Security Agent consider expedient without having any obligation to apply the same or any part thereof in or towards discharge of the Indebtedness.

### **14 Protection of Third Parties**

#### **14.1 Protection of Purchasers**

No purchaser from, or other person dealing with, the Security Agent and/or any Receiver shall be obliged or concerned to enquire whether the right of the Security Agent or any Receiver to exercise any of the powers conferred by this Debenture has arisen or become exercisable, or whether any of the Indebtedness remains outstanding or be concerned with notice to the contrary, or whether any event has happened to authorise the Security Agent or any Receiver to act or as to the propriety, regularity 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.

#### **14.2 Consideration**

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Security Agent or any Receiver and in making any sale or disposal of any of the Charged Property or making any acquisition, the Security Agent or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

#### **14.3 Definition of Purchaser**

In clauses 14.1 (Protection of Purchasers) and 14.2 (Consideration) purchaser includes any person acquiring, for money or money's worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Charged Property.

### **15 Protection of Security Agent and Receiver**

#### **15.1 No Liability**

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

#### **15.2 Entry into Possession**

Without prejudice to the generality of clause 15.1 (No Liability), neither the Security Agent nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Property to which a mortgagee or mortgagee in possession might otherwise be liable, and if and when the Security Agent enters its possession of the Charged Property it shall be entitled at any time in its discretion to go out of such possession.

### **16 Costs and Expenses**

#### **16.1 Indemnification**

- (a) The Chargors will fully indemnify each of the Security Agent and any Receiver appointed hereunder on demand from and against (i) all reasonable costs and expenses which the Security Agent (or any Receiver) may incur in connection with the preparation, execution, modification or amendment of this Debenture, and (ii) all costs, loss, damage, liability and expenses incurred by the Security Agent or the other Finance Parties (or any Receiver) in connection with the negotiation, preparation, execution, modification, amendment, release and/or enforcement or attempted enforcement of, or preservation of the Security Agent's or the other Finance Parties' (or any Receiver's) rights under, this Debenture or in relation to any of the Charged Property, including any present or future stamp or other taxes or duties and any penalties or interest with respect thereto which may be imposed by any competent jurisdiction in connection with the execution or enforcement of this

Debenture or in consequence of any payment being made pursuant to this Debenture (whether made by that Chargor or a third person) being impeached or declared void for any reason whatsoever.

- (b) Nothing in this Clause 16 shall require any Chargor to pay any amount to the Security Agent or any Receiver or to undertake any obligation or liability to pay such amount, if the payment (or undertaking of any obligation or liability to make such payment) would cause or result in any deemed dividend to any US Obligor or US Bilateral Borrower pursuant to the Internal Revenue Code and the regulations promulgated and the judicial and administrative decisions rendered under it.

## 16.2 Default Interest

The amounts payable under clause 16.1 (**Indemnification**) shall carry default interest at the Default Rate both before and after judgment, from the dates on which they were paid, incurred or charged by the Security Agent, the other Finance Parties or the Receiver (as the case may be) and shall form part of the Indebtedness and accordingly be secured on the Charged Property under the charges contained in this Debenture. All such default interest shall be compounded with monthly rests.

## 17 Other Security, Cumulative Powers and Avoidance of Payments

### 17.1 No Prejudice

This Security is in addition to, and shall neither be merged in, nor in any way exclude or prejudice or be affected by any other Security interest, right of recourse or other right whatsoever, present or future, (or the invalidity thereof) which the Security Agent or any other Finance Party may now or at any time hereafter hold or have (or would apart from this Security hold or have) from any Chargor or any other person in respect of the Indebtedness.

### 17.2 Cumulative Powers

The powers which this Debenture confers on the Security Agent and the other Finance Parties and any Receiver appointed hereunder are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the Security Agent or the Receiver think appropriate. The Security Agent, the other Finance Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. Each Chargor acknowledges that the respective powers of the Security Agent, the other Finance Parties and the Receiver will in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing.

### 17.3 Avoidance of Payments

If the Security Agent reasonably considers that any amount paid or credited to any Finance Party in respect of the Indebtedness is capable of being avoided, reduced or set aside by virtue of any insolvency, liquidation or administration or similar laws, the liability of the Chargors under this Debenture and the Security constituted by this Debenture shall continue and such amount shall not be considered to have been irrevocably paid.

### 17.4 Settlement or Discharge

- (a) Any settlement or discharge between any of the Chargors and any Finance Party shall be conditional upon no Security or payment to the Finance Party by any of the

Chargors or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency, dissolution, or liquidation for the time being in force and accordingly (but without limiting the Security Agent's other rights hereunder) the Finance Party shall be entitled to recover from any Chargor the value which such Finance Party has placed upon such Security or the amount of any such payment as if such settlement or discharge had not occurred.

- (b) Nothing in this clause 17.4 shall require any Chargor to pay any amount to any Finance Party or to undertake any obligation or liability to pay such amount, if the payment (or undertaking of any obligation or liability to make such payment) would cause or result in any deemed dividend to any US Obligor or US Bilateral Borrower pursuant to the Internal Revenue Code and the regulations promulgated and the judicial and administrative decisions rendered under it.

#### **17.5 No Prejudice**

The Security created by or pursuant to this Debenture and the Collateral Rights shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargors or any other person, or the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Finance Parties or by any variation of the terms of the trust upon which the Security Agent holds the Security or by any other thing which might otherwise prejudice that Security or any Collateral Right.

#### **17.6 Remedies and Waivers**

No failure on the part of the Security Agent to exercise, or any delay on its part in exercising, any Collateral Right shall operate as a waiver of that Collateral Right, nor shall any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

#### **17.7 Waiver of defences**

The obligations of the Chargors under this Debenture and the Collateral Rights will not be affected by an act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of its obligations under this Debenture (without limitation and whether or not known to it or any Finance Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor, Bilateral Borrower or other person;
- (b) the release of any Obligor, Bilateral Borrower or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor, Bilateral Borrower or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor, Bilateral Borrower or any other person;

- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of a Finance Document or any other document or security or of the Indebtedness or the failure of any member of the Group to enter into or to be bound by any Finance Document;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security or of the Indebtedness; or
- (g) any insolvency or similar proceedings.

#### **17.8 Immediate recourse**

Each Chargor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargors under this Debenture. This waiver applies irrespective of any law or any provision of this Debenture to the contrary.

#### **17.9 Deferral of Rights**

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

- (a) to be indemnified by any Obligor or Bilateral Borrower;
- (b) to claim any contribution from any guarantor of the obligations of any Obligor or Bilateral Borrower under this Debenture;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, this Debenture by any Finance Party;
- (d) claim, rank, prove or vote as a creditor of any Obligor or its estate in competition with any Finance Party (or any trustee or agent on its behalf); or
- (e) receive, claim or have the benefit of any payment, distribution or security from or on account of any Obligor, or exercise any right of set-off as against any Obligor.

#### **18 Notice of Subsequent Charge**

If the Security Agent or any other Finance Party receives notice of any subsequent Security or other interest affecting all or any of the Charged Property, it may open a new account or accounts for the relevant Chargor in its books and whether or not it does so then (unless it gives express written notice to the contrary to that Chargor) as from the time of receipt of such notice by the Security Agent all payments made by that Chargor to the Security Agent or other relevant Finance Party (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Indebtedness.

#### **19 Exclusion of Powers of Leasing**

Save as permitted under the Facility Agreement, during the continuance of this Debenture the statutory and other powers of leasing, letting, entering into agreements for leases or lettings



and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by any Chargor in relation to the Charged Property or any part thereof

## **20 Delegation**

The Security Agent and any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Agent and any Receiver under this Debenture to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as it may think fit and any such delegation shall not preclude either the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Security Agent or the Receiver itself. The Security Agent will not be liable or responsible to any Chargor or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate.

## **21 Redemption of Prior Charges**

The Security Agent may at any time following the Security constituted by this Debenture becoming enforceable redeem any and all prior Security on or relating to the Charged Property or any part thereof or procure the transfer of such Security to itself and may settle and pass the accounts of the person or persons entitled to the prior Security. Any account so settled and passed shall be conclusive and binding on each Chargor. Each Chargor will on demand pay to the Security Agent all principal monies, interest, costs, charges, losses, liabilities and expenses of and incidental to any such redemption or transfer.

## **22 Assignment**

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this Debenture in accordance with and subject to the other Finance Documents. The Security Agent shall be entitled to disclose such information concerning the Chargors and this Debenture as the Security Agent considers appropriate to any actual or proposed direct or indirect successor if such person to whom the information is to be given has entered into a Confidentiality Undertaking, or to any person to whom information may be required to be disclosed by any applicable law.

## **23 Currency Clauses**

### **23.1 Conversion**

All monies received or held by the Security Agent or any Receiver under this Debenture may be converted into such other currency as the Security Agent considers necessary or desirable to cover the obligations and liabilities comprised in the Indebtedness in that other currency at the Security Agent's spot rate of exchange then prevailing for purchasing that other currency with the existing currency.

### **23.2 Payment in full**

No payment to the Security Agent (whether under any judgement or court order or otherwise) shall discharge the obligation or liability of any Chargor in respect of which it was made unless and until the Security Agent shall have received payment in full in the currency in which the obligation or liability was incurred and to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency the Security Agent shall have a further separate cause of action

against that Chargor and shall be entitled to enforce the Security constituted by this Debenture to recover the amount of the shortfall.

**24 Release and Discharge**

Without prejudice to clause 35.7 (Releases by Security Agent) of the Facility Agreement, upon the Indebtedness being discharged in full and none of the Finance Parties being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargors, Obligors or any other person under any of the Finance Documents, the Security Agent shall, at the request and cost of the Chargors, release and cancel the security constituted by this Debenture and procure the reassignment to the Chargors of the property and assets assigned to the Security Agent pursuant to this Debenture, in each case subject to clause 17.3 (Avoidance of Payments) and clause 17.4 (Settlement or Discharge) and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees.

**25 Perpetuity Period**

The perpetuity period under the rule against perpetuities, if applicable to this Debenture, shall be the period of 125 years from the date of the Facility Agreement.

**26 Governing Law**

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

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

**Schedule 1**

**The Original Chargor**

<b>Company name</b>	<b>Registered Number</b>
Innospec Performance Chemicals Europe Limited	10327773

**Schedule 2**

**Details of the Premises**

**Schedule 3**  
**Subsidiary Shares**

**Schedule 4**

**Assigned Agreements**

**Part 1 - Assigned Agreements**

**Part 2 - Form of Notice to Counterparties of Assigned Agreements**

To: [insert name and address of counterparty]

Dated: ♦

Dear Sirs,

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

We hereby notify you (that, pursuant to a debenture dated [♦] 2016 (**Debenture**), [**insert name of Chargor**] (**Chargor**) has assigned to Lloyds Bank plc (**Security Agent**) for the benefit of itself and certain other banks and financial institutions and as trustee for those banks and financial institutions (the Finance Parties) all its right, title and interest in the Agreement as security for certain obligations owed by the Chargor and others to the Finance Parties.

We further notify you that:

- (a) the Chargor may not agree to amend, modify or terminate the Agreement without the prior written consent of the Security Agent;
- (b) subject to paragraph (a) above you may continue to deal with the Chargor in relation to the Agreement until you receive written notice to the contrary from the Security Agent. Thereafter the Chargor will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent;
- (c) you are authorised to disclose information in relation to the Agreement to the Security Agent on request;
- (d) you may pay all monies to which the Chargor is entitled under the Agreement direct to the Chargor unless the Security Agent has notified you that an Event of Default (as defined in the Facility Agreement referred to in the Debenture) has occurred and is continuing un-waived, whereupon such monies should be paid to or to the order of the Security Agent; and
- (e) 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 the Chargor) by way of confirmation that:

- (i) you agree to the terms set out in this notice and to act in accordance with its provisions; and
- (ii) you have not received notice that the Chargor has assigned its rights under the Agreement to a third party or created any other interest (whether by way of Security or otherwise) in the Agreement in favour of a third party.

The provisions of this notice are governed by English law.

Yours faithfully

for and on behalf of

*[insert name of Chargor]*



To: Lloyds Bank plc  
25 Gresham Street  
London EC2V 7HN

Copy to: ***[insert name and address of Chargor]***

We hereby acknowledge receipt of the above notice and confirm the matters set out in paragraphs (i) and (ii) above.

for and on behalf of  
***[insert name of Counterparty]***

Dated: ♦

## Schedule 5

## Notice to Account Banks

## Part 1 - Form of Notice to Bank Operating Collection Account

To: *[insert name and address of Account Bank]*

Dated: ♦

Dear Sirs,

**Re: Account No:** *[insert number]* (Account)

**Account Branch:** *[insert branch address]*

**Account Holder:** *[insert name of Chargor]* (Chargor)

We hereby notify you that the Chargor has charged to Lloyds Bank plc (**Security Agent**) for the benefit of itself and certain other banks and financial institutions all its right, title and interest in and to the monies from time to time standing to the credit of the Account and to any other accounts from time to time maintained with you by the Chargor (**Charged Accounts**) and to all interest (if any) accruing on the Charged Accounts.

We hereby irrevocably authorise and instruct you:

- (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and accordingly to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect;
- (b) to disclose to the Security Agent such information relating to the Chargor and the Charged Accounts as the Security Agent may from time to time request you to provide.

We also advise you that the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.

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

- (i) you agree to act in accordance with the provisions of this notice;
- (ii) you have not received notice that the Chargor has assigned its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any Security or other interest over those monies in favour of any third party.
- (iii) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts except [for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent].

By counter-signing this notice the Security Agent confirms that the Chargor may make withdrawals from the Charged Accounts until such time as the Security Agent shall notify you (with a copy to the Chargor) in writing that such permission is withdrawn. Such permission may be withdrawn or modified by the Security Agent in its absolute discretion at any time.

The provisions of this notice are governed by English law.

Yours faithfully,

for and on behalf of  
**[Insert name of Chargor]**

Counter-signed by

for and on behalf of  
**Lloyds Bank plc**

To: Lloyds Bank plc  
25 Gresham Street London  
C2V 7HN

Copy to: ***[Insert name of Chargor]***

We hereby acknowledge receipt of the above notice and confirm the matters set out in paragraphs (i) to (iii) above.

for and on behalf of  
***[Insert name of Account Bank]***

Dated: ♦

## Part 2 - Form of Notice to Bank Operating Cash Collateral Account

To: *[insert name and address of bank]*

Dated: ♦

Dear Sirs,

**Re: Account No:** *[insert number]* **(Account)**  
**Account Branch:** *[insert branch address]*  
**Account Holder:** *[insert name of Company]* **(Company)**

We hereby notify you that the Company has charged to Lloyds Bank plc (**Security Agent**) for the benefit of itself and certain other banks and financial institutions all its right, title and interest in and to the monies from time to time standing to the credit of the Account and to any other accounts from time to time maintained with you by the Company (**Charged Accounts**) and to all interest (if any) accruing on the Charged Accounts.

We hereby irrevocably authorise and instruct you:

- (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and accordingly to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
- (b) to disclose to the Security Agent such information relating to the Company and the Charged Accounts as the Security Agent may from time to time request you to provide.

We also advise you that:

- (c) the Company may not withdraw any monies from the Charged Accounts without first having obtained the prior written consent of the Security Agent; and
- (d) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.

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

- (i) you agree to act in accordance with the provisions of this notice;
- (ii) you have not received notice that the Company has assigned its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any Security or other interest over those monies in favour of any third party;
- (iii) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts except [for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent].

The provisions of this notice are governed by English law.

Yours faithfully,

for and on behalf of  
***[Insert name of Company]***

To: Lloyds Bank plc  
25 Gresham Street  
London EC2V 7HN

Copy to: **[Insert name of Chargor]**

We hereby acknowledge receipt of the above notice and confirm the matters set out in paragraphs (i) to (iii) above.

for and on behalf of  
**[Insert name of Bank operating Cash Collateral Account]**

Dated: ♦

## Schedule 6

## Form of Security Deed of Accession

**This Deed** is made on ♦

**Between**

- (1) **Innospec Finance Limited** (registered in England and Wales with number 5330706 as Obligors' Agent for itself and for the Chargors (**Company**);
- (2) ♦ (registered in England with number ♦ (**Acceding Chargor**); and
- (3) **Lloyds Bank plc** as security trustee for itself and the other Finance Parties (**Security Agent**).

**Whereas**

- (A) This Deed is supplemental to a debenture dated ♦ 2016 between, [Newco] Limited and the Security Agent (**Debenture**).
- (B) [The Acceding Chargor has also entered into an Accession Letter to the Facility Agreement on or about the date of this Security Deed of Accession and by doing so appoints the Company as its agent on the terms set out in the Accession Letter].

**It is agreed**

**1 Definitions and interpretation**

**1.1 Definitions**

Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.

**1.2 Interpretation**

Clauses 1.1 (Interpretation), 1.2 (Construction) and 1.3 (Third party rights) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to **this Deed** shall be construed as references to this Security Deed of Accession.

**2 Accession of Acceding Chargor**

**2.1 Accession**

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

**2.2 Covenant to pay**

The Acceding Chargor covenants with the Security Agent as security trustee for itself and the other Finance Parties that it will pay or discharge the Indebtedness as and when the same falls due for payment under, and in the manner provided for in, the Finance Documents (including any liability in respect of further advances made under the Finance Documents) and the Acceding Chargor shall pay to the Security Agent when due and payable every sum



at any time owing, due or incurred by the Acceding Chargor to the Security Agent (whether for its own account or as trustee for the Finance Parties) or any of the other Finance Parties in respect of any such liabilities, provided that neither such covenant nor the security constituted by the Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law or cause or result in any deemed dividend to any US Obligor or US Bilateral Borrower pursuant to the Internal Revenue Code and the regulations promulgated and the judicial and administrative decisions rendered under it.

### 2.3 Charging provisions

All security created by the Acceding Chargor under clauses 2.4 to 2.6 inclusive is:

- (a) a continuing security for the payment and discharge of the Indebtedness;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future of the Acceding Chargor in and to the relevant Charged Property; and
- (d) in favour of the Security Agent as security trustee for the Finance Parties.

### 2.4 Fixed Charges

- (a) The Acceding Chargor charges by way of first legal mortgage all its estates and interests in the freehold and leasehold property specified in schedule 1 (Details of the Premises) (if any) to this Deed together with all buildings and fixtures (including trade fixtures) at any time thereon.
- (b) The Acceding Chargor charges by way of first fixed charge:
  - (i) all other estates or interests (not being charged by clause 3.2(a) above) in any freehold or leasehold property now or subsequently owned by it, together with the buildings, fixtures (including trade fixtures and fittings) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all agreements relating to land;
  - (ii) all its right, title and interest in and to all Tangible Moveable Property owned by it or in its possession;
  - (iii) all right, title and interest in and to the Subsidiary Shares (including those listed in schedule 2 (Subsidiary Shares) to this Deed) owned by it or held by any nominee on its behalf, together with all Distribution Rights accruing thereto, save that the Subsidiary Shares or Distribution Rights charged by way of fixed charge as security for the obligations of the US Obligors or US Bilateral Borrowers under the Finance Documents shall be those that carry, in aggregate, no more than 65% of the right to vote at a shareholders' meeting of the relevant Subsidiary if the charging of any of the foregoing having the right to vote at a shareholders' meeting of that Subsidiary would cause or result in any deemed dividend to any US Obligor or US Bilateral Borrower pursuant to the Internal Revenue Code and the regulations promulgated and the judicial and administrative decisions rendered under it;

- (iv) all right, title and interest in and to the Investments owned by it together with all Distribution Rights accruing thereto, such fixed charge to be without prejudice to the ability of any Chargor to dispose of Cash Equivalents in accordance with the Facility Agreement, save that the Investments or Distribution Rights charged by way of fixed charge as security for the obligations of the US Obligors or US Bilateral Borrowers under the Finance Documents shall be those that carry, in aggregate, no more than 65% of the right to vote at a shareholders' meeting of the relevant Subsidiary if the charging of any of the foregoing having the right to vote at a shareholders' meeting of that Subsidiary would cause or result in any deemed dividend to any US Obligor or US Bilateral Borrower pursuant to the Internal Revenue Code and the regulations promulgated and the judicial and administrative decisions rendered under it;
- (v) (to the extent not effectively assigned under clause 2.6 (Assignments by way of Security), all rights and interests of the Acceding Chargor in and claims under all policies of insurance relating to Material Insurances and all proceeds thereof held by, or written in favour of, it or in which it is otherwise interested;
- (vi) all its right, title and interest in and to book and other debts, revenues and monetary claims owed to it and all its rights and its claims against third parties (including, without limitation, other members of the Group) and against any Security or guarantee in respect of such debts, revenues or claims;
- (vii) (subject to clause 8.4 (Collection of Book Debts)) of the Debenture, all its right, title and interest in, and all monies standing to the credit of, any and all Accounts (including without limitation each Cash Collateral Account and each Collection Account);
- (viii) all right, title and interest in and to the Intellectual Property; and
- (ix) all right, title and interest from time to time in and to its goodwill and rights in relation to its uncalled capital.

## 2.5 Floating Charge

- (a) The Acceding Chargor charges by way of first floating charge all its assets and undertaking whatsoever and wheresoever both present and future not effectively charged by way of fixed charge pursuant to the provisions of clause 2.4 (Fixed Charges) or not effectively assigned by way of a fixed Security pursuant to clause 2.6 (Assignment by way of Security), provided that such floating charge shall not extend to any insurances (or the proceeds thereof) taken out for the direct benefit of officers or employees of the Acceding Chargor, and provided that the Subsidiary Shares, Investments or Distribution Rights charged by way of floating charge as security for the obligations of the US Obligors or US Bilateral Borrowers under the Finance Documents shall be those that carry, in aggregate, no more than 65% of the right to vote at a shareholders' meeting of the relevant Subsidiary if the charging of any of the foregoing having the right to vote at a shareholders' meeting of that Subsidiary would cause or result in any deemed dividend to any US Obligor or US Bilateral Borrower pursuant to the Internal Revenue Code and the regulations promulgated and the judicial and administrative decisions rendered under it.

- (b) The floating charge created by this clause 2.5 (Floating Charge) is a "qualifying floating charge" for the purposes of Paragraph 14 of Schedule B1 to the Insolvency Act 1986.

## **2.6 Assignment by way of Security**

The Acceding Chargor assigns (to the fullest extent capable of assignment) in favour of the Security Agent (for the benefit of itself and the other Finance Parties and as trustee for the Finance Parties) all its rights, title and interest in the Assigned Agreements listed in schedule 3 to this Deed provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the relevant Chargor re-assign the Assigned Agreements to that Chargor (or as it shall direct).

## **3 Consent of existing charging companies**

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

## **4 Security power of attorney**

The Acceding Chargor hereby irrevocably and by way of Security appoints the Security Agent and every Receiver of the Charged Property or any part thereof appointed under this Deed and any person nominated for the purpose by the Security Agent or any Receiver (in writing under hand signed by an officer of the Security Agent or any Receiver) as its Attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Deed and the Debenture or any other agreement binding on it to which the Security Agent is party, or which may be required or deemed proper in the exercise or delegation of the exercise of any rights or powers conferred on the Security Agent or any Receiver hereunder or otherwise for any of the purposes of this Deed and the Debenture and the Acceding Chargor hereby covenants with the Security Agent to ratify and confirm all acts or things made, done or executed by such attorney as aforesaid.

## **5 Notices**

The Acceding Chargor confirms that its address details for notices in relation to the Debenture are as follows:

Address: ♦

Facsimile: ♦

Attention: ♦

## **6 Counterparts**

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

## **7 Governing Law**

Clause 26 of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

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

**Schedule 1**

**Details of the Premises**

**Schedule 2**

**Subsidiary Shares**

**Schedule 3**

**Assigned Agreements**

**SIGNATURES TO THE SECURITY DEED OF ACCESSION**

**Company**

Executed as a deed by )  
**Innospec Finance Limited** ) .....  
 acting by a director in the presence of: ) Director

.....  
 Signature of witness

Name .....

Address .....

**Acceding Chargor**

Executed as a deed by )  
 ♦ ) .....  
 acting by a director in the presence of: ) Director

.....  
 Signature of witness

Name .....

Address .....

**Security Agent**

Executed as a deed by )  
 as duly authorised attorney for and on behalf of ) .....  
**Lloyds Bank plc** in the presence of ) Attorney

.....  
 Signature of witness

Name .....

Address .....

## SIGNATORIES TO THE DEBENTURE

## The Chargors

Executed as a deed by )  
**Innospec Performance Chemicals Europe** )  
**Limited** ) Director

acting by a director in the presence of

[Redacted]

Signature of witness

Name KATHERINE TYAS

Address .....

.....

DWF LLP  
 Scott Place  
 2 Hardman Street  
 Manchester  
 M3 3AA

## The Security Agent

Executed as a deed by )  
 as duly authorised attorney for and on behalf of )  
**Lloyds Bank plc** in the presence of ) Attorney

Signature of witness

Name .....

Address .....

.....

## SIGNATORIES TO THE DEBENTURE

## The Chargors

Executed as a deed by )  
**Innospec Performance Chemicals Europe** )  
**Limited** ) Director  
 acting by a director in the presence of )

.....  
 Signature of witness

Name .....

Address .....

.....

## The Security Agent

Executed as a deed by *Andrew Burr* )  
 as duly authorised attorney for and on behalf of )  
**Lloyds Bank plc** in the presence of ) Attorney

.....  
 Signature of witness

Name **Rumi Khanom**

Address **25 Gresham Street**

**London**

**EC2V 7HN**

**Bank Official**