



**Registration of a Charge**

Company name: **NEVADA INVESTMENTS 7 LIMITED**

Company number: **10735121**



X6CIG115

Received for Electronic Filing: **10/08/2017**

---

**Details of Charge**

Date of creation: **07/08/2017**

Charge code: **1073 5121 0002**

Persons entitled: **CITIBANK, N.A., LONDON BRANCH**

Brief description: **N/A**

**Contains fixed charge(s).**

**Contains negative pledge.**

---

**Authentication of Form**

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

---

**Authentication of Instrument**

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

Certified by: **SHEARMAN & STERLING (LONDON) LLP**



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

Company number: 10735121

Charge code: 1073 5121 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th August 2017 and created by NEVADA INVESTMENTS 7 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th August 2017 .

Given at Companies House, Cardiff on 14th August 2017

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

**APPLEBY**

Dated 7 August 2017

(1) **NEVADA INVESTMENTS 7 LIMITED**

(2) **CITIBANK, N.A., LONDON BRANCH**

---

**SHARE CHARGE**

---

In respect of the shares in Chase Templeton Holdings Limited

---

## **TABLE OF CONTENTS**

1.	DEFINITIONS AND INTERPRETATION .....	1
2.	COVENANT TO PAY.....	5
3.	CHARGING CLAUSE.....	5
4.	CONTINUING SECURITY .....	6
5.	FURTHER ASSURANCE.....	6
6.	NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS .....	7
7.	REPRESENTATIONS AND WARRANTIES .....	7
8.	UNDERTAKINGS .....	7
9.	SECURITY AGENT’S POWER TO REMEDY .....	9
10.	ATTORNEY .....	10
11.	ENFORCEMENT AND POWERS OF THE COMMON SECURITY AGENT .....	10
12.	STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER .....	11
13.	APPLICATION OF MONIES .....	12
14.	PROTECTION OF THIRD PARTIES .....	13
15.	PROTECTION OF COMMON SECURITY AGENT AND RECEIVER .....	14
16.	COSTS AND EXPENSES .....	16
17.	CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS .....	16
18.	RULING OFF ACCOUNTS .....	17
19.	DELEGATION.....	17
20.	REDEMPTION OF PRIOR CHARGES .....	17
21.	SET-OFF .....	17
22.	NOTICES .....	18
23.	CHANGES TO PARTIES .....	19
24.	CURRENCY CLAUSES .....	19
25.	MISCELLANEOUS .....	20
26.	GOVERNING LAW AND JURISDICTION .....	20
	SCHEDULE 1 CHARGOR .....	22
	SCHEDULE 2 DETAILS OF THE SCHEDULED INVESTMENTS .....	23

**THIS DEED** is made                      7 August                      2017

**BETWEEN:**

- (1) **NEVADA INVESTMENTS 7 LIMITED** a company incorporated under the laws of England and Wales with the registered number 10735121, whose registered office is at 4th Floor Devonshire House, One Mayfair Place, London W1J 8AJ (the **Chargor**); and
- (3) **CITIBANK, N.A., LONDON BRANCH** (as the Common Security Agent).

**WHEREAS:**

- (A) The Chargor is entering into this Deed in connection with the RCF Agreement (as defined below) and the Senior Secured Notes Indenture (as defined below).
- (B) It is intended that this document takes effect as a Deed notwithstanding the fact that a party may only execute this document under hand.

**THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

Unless otherwise defined to the contrary below, capitalised terms defined in the Intercreditor Agreement have the same meaning in this Deed and:

**Act:** the Law of Property Act 1925 (an Act of Parliament);

**Acceleration Event:** a Credit Facility Acceleration Event or a Pari Passu Debt Acceleration Event as those terms are defined in the Intercreditor Agreement;

**Agreed Security Principles:** has the meaning given to it in the Intercreditor Agreement;

**Charged Property:** in relation to the Chargor, its Investments (including the Scheduled Investments) and any Related Rights;

**Credit Facility Agreement:** has the meaning given to that term in the Intercreditor Agreement;

**Common Security Agent:** the common security agent for the Secured Parties appointed under the Intercreditor Agreement;

**Common Security Documents:** has the meaning given to that term in the Intercreditor Agreement;

**Credit Facility Lender:** has the meaning given to that term in the Intercreditor Agreement;

**Debt Documents:** has the meaning given to that term in the Intercreditor Agreement;

**Default Rate:** the rate at which interest is payable under clause 14.3 (*Default interest*) of the RCF Agreement;

**Group:** the Company and each of its Subsidiaries for the time being and Group Company means any one of them;

**Insolvency Event:** has the meaning given to that term in the Intercreditor Agreement;

**Intercreditor Agreement:** the intercreditor agreement dated 20 June 2017 between, amongst others, Ardonagh Midco 2 PLC (formerly KIRS Midco 2 PLC) as Parent, Ardonagh Midco 3 PLC (formerly KIRS Midco 3 PLC) as the Company and Senior Secured Notes Issuer, Citibank, N.A., London Branch as Common Security Agent, Bank of America Merrill Lynch International Limited as RCF Agent and Citibank, N.A., London Branch as Senior Secured Notes Trustee (as defined therein) and any such parties who accede from time to time;

**Investments** of a Chargor means all shares, stocks, debentures, bonds or other securities owned by the Chargor or held by any nominee or trustee on its behalf and all Related Rights.

**Issuer:** the company listed in the column headed Issuer in Schedule 2 (*Details of the Scheduled Investments*).

**Obligor:** has the meaning given to the term Debtor in the Intercreditor Agreement;

**Party:** a party to this Deed;

**Priority Discharge Date:** has the meaning given to that term in the Intercreditor Agreement;

**RCF Agent:** has the meaning given to it in the Intercreditor Agreement;

**RCF Agreement:** the revolving credit facility agreement dated 25 May 2017 between, amongst others, Ardonagh Midco 2 PLC as Holdco, Ardonagh Midco 3 PLC as the Parent, the RCF Agent, the Lenders (as defined therein) and the Common Security Agent, (as amended and/or restated or modified from time to time) and any such parties who accede from time to time;

**Receiver:** any receiver, receiver and manager or an administrative receiver, in each case appointed under this Deed;

**Related Rights:** in relation to any Investment of the Chargor:

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

**Scheduled Investments:** the Investments described in Schedule 2 (*Details of the Scheduled Investments*);

**Secured Parties:** the Common Secured Parties as defined in the Intercreditor Agreement;

**Secured Obligations:** the Common Secured Obligations as defined in the Intercreditor Agreement;

**Security:** a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

**Security Period:** the period beginning on the date of this Deed and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and

**Transaction Security:** has the meaning given to the term Common Transaction Security Documents in the Intercreditor Agreement.

## 1.2 Construction

- (a) Unless a contrary intention appears, a reference in this Deed to:
- (i) an **agreement** includes any legally binding arrangement, concession, contract, Deed or franchise (in each case whether oral or written);
  - (ii) an **amendment** includes any amendment, supplement, variation, novation, modification, replacement or restatement, and **amend**, **amending** and **amended** shall be construed accordingly;
  - (iii) **assets** includes present and future, actual and contingent and whether tangible or intangible properties, revenues and rights of every description (including share capital);
  - (iv) **this Deed** means this share charge;
  - (v) any **rights** in respect of an asset includes:
    - (A) all amounts and proceeds paid or payable;
    - (B) all rights to make any demand or claim; and
    - (C) all powers, remedies, causes of action, security, guarantees and indemnities,in each case in respect of or derived from that asset;
  - (vi) **including** means including without limitation, and **includes** and **included** shall be construed accordingly;
  - (vii) **losses** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities, and **loss** shall be construed accordingly;
  - (viii) a **person** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust, joint value consortium or partnership (whether or not having separate legal personality) or any two or more of the foregoing;
  - (ix) a **regulation** (whether or not of the Isle of Man) includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

- (x) any **statute** or **statutory provision** or any **provision of law** (whether or not embodied in Isle of Man law) includes a reference to that statute or statutory provision or provision of law as from time to time amended, extended, replaced, re-enacted or consolidated and all subordinate legislation made pursuant to it;
  - (xi) any **share, stock, debenture, bond** or **other security** or **investment** includes:
    - (A) any dividend, interest or other distribution paid or payable;
    - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise; and

in each case in respect of that share, stock, debenture, bond or other security or investment;
  - (xii) the term **this Security** means any Security created by this Deed;
  - (xiii) **£** means the current currency of the United Kingdom;
  - (xiv) the terms of the other Debt Documents and of any other agreement or instrument between the Chargor and any of the Secured Parties in relation to any Debt Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any Charged Property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (*Miscellaneous Provisions*) Act 1989 (an Act of Parliament); and
  - (xv) section 1 of the Trustee Act 2000 (an Act of Parliament) shall not apply to the duties of the Common Security Agent in relation to the trusts created by this Deed or any other Debt Document.
- (b) Any obligation of the Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
  - (c) If the Common Security Agent reasonably considers that an amount paid to a Secured Party under a Debt Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
  - (d) Unless the context otherwise requires, a reference to Charged Property includes the proceeds of any disposal of Charged Property.

### 1.3 Other References

- (a) In this Deed, unless a contrary intention appears, a reference to:
  - (i) any Secured Party, the Chargor, any Obligor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors in title, permitted assignees and transferees, and in the case of the Common Security Agent, any person for the time being appointed as Common Security Agent or Common Security Agent in accordance with the Debt Documents;



- (ii) any clause or schedule is a reference to, respectively, a clause of and schedule to this Deed and any reference to this Deed includes its schedules;
  - (iii) this Deed, any Debt Document or other agreement or instrument is to be construed as a reference to this Deed, that Debt Document or other agreement or instrument as amended, novated, supplemented, extended or restated (however fundamentally and whether or not more onerous) to the extent not contrary to the terms of the Intercreditor Agreement and the Debt Documents and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under the relevant Debt Document or other agreement or instrument; and
  - (iv) a provision of law is a reference to that provision as amended or re-enacted.
- (b) The index to and the headings in this Deed are inserted for convenience only and are to be ignored in construing this Deed.
  - (c) Words importing the plural shall include the singular and vice versa.

#### **1.4 Third Party Rights**

- (a) Unless expressly provided to the contrary in a Debt Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce or enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed, unless otherwise provided in any Debt Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver may enforce or enjoy the benefit of any Clause which expressly confers rights on it subject to paragraph (b) above and the provisions of the Contracts (Rights of Third Parties) Act 2001.

#### **1.5 Intercreditor Agreement**

This Deed is subject to the terms of the Intercreditor Agreement and in the event of any inconsistency between the terms of this Deed and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail.

### **2. COVENANT TO PAY**

The Chargor, as a primary debtor, covenants with the Common Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay and discharge the Secured Obligations in the manner provided for in the Debt Documents.

### **3. CHARGING CLAUSE**

#### **3.1 General**

All the security created under this Deed:

- (a) is created in favour of the Common Security Agent;
- (b) is created over present and future assets of the Chargor;

- (c) is security for the payment of the Secured Obligations; and
- (d) is made with full guarantee title within the meaning of section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1994 (an Act of Parliament).

The Common Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

### **3.2 Creation of Charges**

The Chargor charges in favour of the Common Security Agent (for the benefit of itself and the other Secured Parties) with full title guarantee within the meaning of section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1994 (an Act of Parliament) and as Security for the payment and discharge of all Secured Obligations by way of first fixed charge all its rights, title and interest in the Charged Property.

## **4. CONTINUING SECURITY**

### **4.1 Continuing Security**

This security is to be a continuing security and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part.

### **4.2 Other Security**

This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Common Security Agent and/or any other Secured Party may now or after the date of this Deed hold for any of the Secured Obligations, and this security may be enforced against the Chargor without first having recourse to any other rights of the Common Security Agent or any other Secured Party.

### **4.3 Tacking**

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

## **5. FURTHER ASSURANCE**

### **5.1 General**

The Chargor shall promptly at the request of the Common Security Agent and at the Chargor's own expense, take whatever action the Common Security Agent may reasonably require or a Receiver may reasonably consider necessary subject to the Agreed Security Principles:

- (a) to create, perfect or protect the Security created or intended to be created over any Charged Property;
- (b) to confer on the Common Security Agent (or confer on the Secured Parties) Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed;
- (c) to take any action that may be required under paragraph (a) above in relation to:

- (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Common Security Agent or its nominees; or
- (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in each case, the Common Security Agent may reasonably consider necessary; and/or

- (d) to facilitate the realisation of any Charged Property or the exercise of any right, power or discretion of the Common Security Agent or any Receiver over any of their respective delegates or sub-delegates in respect of any Charged Property.

## 6. **NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

The Chargor may not:

- (a) create or agree to create or permit to subsist any Security over any Charged Property; or
- (b) by way of a single transaction or series of related transactions (whether related or not and whether voluntary or not) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property

except as permitted or not prohibited by the Debt Documents or with the prior consent of the Common Security Agent.

## 7. **REPRESENTATIONS AND WARRANTIES**

### 7.1 **Matters Represented**

The Chargor represents and warrants to the Common Security Agent that the statements in Clause 7.2 (*Investments*) below are true and correct on the date of this Deed.

### 7.2 **Investments**

The Chargor is the sole legal and beneficial owner of the Scheduled Investments listed in Schedule 2 (*Details of the Scheduled Investments*) which represent the entire issued share capital in the Issuer.

## 8. **UNDERTAKINGS**

### 8.1 **Duration of Undertakings**

The Chargor undertakes to the Common Security Agent in the terms of this Clause 8 (*Undertakings*) from the date of this Deed and for the duration of the Security Period.

### 8.2 **Investments**

- (a) The Chargor must as soon as reasonably practicable, and in any event within 10 Business Days of the date it acquires any Investment (or within 30 Business Days if the stock transfer forms relating to such Investment are required to be stamped by HR Revenue & Customs), deposit with the Common Security Agent or as the Common Security Agent may direct, all share certificates and other documents of title or evidence of ownership relating to the Investments together with all stock transfer forms executed in blank and left undated provided that the share

certificates and stock transfer forms relating to the Scheduled Investments detailed in Schedule 2 (*Details of the Scheduled Investments*) will be delivered on the date of this Deed. The Common Security Agent shall be entitled, at any time, once this Security has become enforceable, to complete, under its power of attorney given by Clause 10 (*Attorney*), the stock transfer forms on behalf of the Chargor in favour of itself or such other person as it shall select;

- (b) In relation to the Chargor, until an Acceleration Event or an Insolvency Event has occurred:
  - (i) the Chargor shall be entitled to receive and retain all dividends, distributions and other monies paid or payable in relation to any of its Investments to the extent permitted or not prohibited under the Debt Documents; and
  - (ii) the voting and other rights and powers in respect of the Chargor's Investments shall be exercised by the Chargor or, if exercisable by the Common Security Agent, in any manner which the Chargor may direct the Common Security Agent in writing, other than in each case a manner which is in breach of any Debt Document or would adversely affect the validity or enforceability of this Security.
- (c) For the avoidance of doubt, clause 25.1 (*Indemnity to the Common Security Agent*) of the Intercreditor Agreement shall apply to any amount payable under this Deed to the Common Security Agent, any Receiver or to any other Secured Party.
- (d) At any time when any Investments are registered in the name of the Common Security Agent or its nominee, the Common Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those 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 Investments.
- (e) In relation to the Chargor, upon (i) an Insolvency Event or (ii) this security becoming enforceable:
  - (i) the Common Security Agent or any Receiver may, at its discretion, exercise (in the name of the Chargor or otherwise and without any further consent or authority from the Chargor any voting rights in respect of any of the Investments and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise;
  - (ii) the Common Security Agent or any applicable Receiver may, at its discretion:
    - (A) apply all dividends, interest and other monies arising from the Investments as though they were the proceeds of sale; and
    - (B) transfer the Investments into the name of the Common Security Agent or such nominee(s) of the Common Security Agent as it shall require;

in each case in the manner and on the terms the Common Security Agent thinks fit, the proceeds of any such action shall form part of the Investments;

- (iii) the Chargor shall comply, or procure the compliance, with any directions of the Common Security Agent or any Receiver in respect of the exercise of any rights and powers exercisable in relation to such Charged Property and shall promptly execute and/or deliver to the Common Security Agent or any Receiver such forms of proxy as it or he or she requires with a view to enabling such person as it or he or she selects to exercise those rights.
- (f) The Common Security Agent is not obliged to:
  - (i) perform any obligation of the Chargor;
  - (ii) make any payment;
  - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor;
  - (iv) present or file any claim or take any action to collect or enforce any payment of any amount to which it may be entitled under this Deed,

in respect of any of the Chargor's Investments.

### **8.3 Retention of Documents**

The Common Security Agent may retain any document of title delivered to it under this Deed until the Security is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the Chargor require that the relevant document be redelivered to it, and the Chargor shall, provided it is within the Chargor's power, comply (or procure compliance) with that notice.

## **9. SECURITY AGENT'S POWER TO REMEDY**

### **9.1 Power to Remedy**

If the Chargor fails to comply with any obligation set out in Clauses 8.1 (*Duration of Undertakings*) to 8.3 (*Retention of Documents*) (inclusive) and that failure is not remedied within 20 Business Days, it will allow (and irrevocably authorises) the Common Security Agent or any person which the Common Security Agent nominates to take any action on behalf of the Chargor which is necessary to ensure that those obligations are complied with. For the avoidance of doubt, the Common Security Agent shall not be obliged to take any such actions under this Clause 9.1 unless instructed to do so by the Creditor Representative in circumstances where the Creditor Representative is entitled or required to give such instructions under the Intercreditor Agreement.

### **9.2 Indemnity**

The Chargor will indemnify the Common Security Agent against all losses incurred by the Common Security Agent as a result of a breach by the Chargor of its obligations under this Deed and in connection with the exercise by the Common Security Agent of its rights, duties and obligations contained in this Deed (other than any loss attributable to the Common Security Agent's gross negligence or wilful misconduct). All sums that are the subject of this indemnity will be payable by the Chargor to the Common Security Agent promptly on demand, and if not so paid, will bear interest at the Default Rate. Any unpaid interest will be compounded with monthly rests.

## **10. ATTORNEY**

The Chargor, by way of security, irrevocably and severally appoints the Common Security Agent, each Receiver and any of their respective delegates or sub-delegates 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 any deed, agreement, instrument and other documents in its name and otherwise on its behalf and do, or cause to be done, any act or thing which may be required for the carrying out of any obligation of the Chargor under or pursuant to this Deed which the Chargor has failed to comply with within the time period specified in this Deed, or following an Acceleration Event, generally which any attorney may in its discretion deem necessary in the Common Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The Chargor ratifies and confirms all such acts or things made, done or executed by that attorney. The power of attorney conferred by this Clause 10 (*Attorney*) shall only be exercisable upon the occurrence of an Acceleration Event or where the Chargor has failed to comply with any obligation specified in of this Deed to which such power of attorney relates.

## **11. ENFORCEMENT AND POWERS OF THE COMMON SECURITY AGENT**

### **11.1 When Security becomes Enforceable**

- (a) This Security shall become immediately enforceable upon the occurrence of an Acceleration Event occurs.
- (b) After the Security has become enforceable the Common Security Agent may enforce all or any part of the Security in any manner it sees fit or as instructed in accordance with the Intercreditor Agreement.

### **11.2 Enforcement Powers**

For the purpose of all rights and powers implied or granted by statute, the Secured Obligations are deemed to have fallen due on the date of this Deed.

### **11.3 Statutory Powers**

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

### **11.4 Exercise of Powers by the Common Security Agent**

The Security Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, save that for the avoidance of doubt, none of the restrictions contained therein on mortgagees and receivers shall apply.

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed on a Receiver (whether expressly or impliedly) or by law on a Receiver, may, after this Security has become enforceable, be exercised by the Common Security Agent in relation to any Charged Property without first appointing a Receiver and notwithstanding the appointment of a Receiver and without further notice to the Chargor.

## **12. STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER**

### **12.1 Appointment of Receiver**

- (a) Except as provided below in this Clause 12.1, the Common Security Agent may appoint one or more persons to be a Receiver of all or any part of the Charged Property if this Security has become enforceable or the Chargor so requests to the Common Security Agent at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under hand.
- (c) Except as provided below in this Clause 12.1, any restriction imposed by law on the right of a mortgagee to appoint a Receiver shall not apply to this Deed.

### **12.2 Removal of Receiver**

The Common Security Agent may by writing under its hand remove from time to time any Receiver appointed by it and may, whenever it deems appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated.

### **12.3 Receiver as Agent**

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes. Accordingly, the Chargor will be solely responsible for the acts, omissions, contracts, engagements, defaults and losses of the Receiver and for his or her remuneration and expenses. The Common Security Agent will not be responsible for any misconduct, negligence or default of a Receiver.
- (b) No Secured Party will incur any liability (either to the Chargor or any other person) by reason of the appointment of a Receiver or for any other reason.

### **12.4 Powers of Receiver**

A Receiver appointed under this Deed shall have all the rights, powers and discretions set out in this Clause 12 in addition to any conferred by law. This includes:

- (a) all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 (an Act of Parliament); and
- (b) all the rights, powers and discretions conferred on the receiver (or receiver and manager) under the Act or the Insolvency Act 1986 (an Act of Parliament).

In addition, notwithstanding any liquidation of the Chargor, each Receiver shall have power to:

- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (d) carry on any business of the Chargor in any manner he/she thinks fit;
- (e) bring, prosecute, enforce, defend and abandon any action, suit or proceeding in relation to any Charged Property;
- (f) delegate his or her powers in accordance with this Deed;

- (g) exercise all voting and other rights attaching to the Investments and stocks, shares and other securities owned by the Chargor and comprised in the Charged Property;
- (h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor, and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (i) appoint and discharge officers and others for any of the purposes of this Deed and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he or she may think fit;
- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating to any of the Charged Property;
- (k) take immediate possession of, get in and release any Charged Property; and
- (l) do all other acts and things (including signing and executing all documents and Deeds) as the Receiver considers to be necessary or desirable for realising any Charged Property or incidental or conducive to any of the matters or powers conferred on a Receiver under or by virtue of this Deed or by law; and
- (m) exercise in relation to any Charged Property all the powers, authorities and things which he or she would be capable of exercising if he or she were the absolute beneficial owner of the Charged Property,

and in each case, may use the name of the Chargor and exercise the relevant power in any manner which he or she may think fit.

## **12.5 Remuneration of Receiver**

The Common Security Agent may from time to time fix the remuneration of any Receiver appointed by it. For the avoidance of doubt, the Common Security Agent shall not be responsible for paying any of a Receiver's fees or expenses.

## **12.6 Several Receivers**

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

## **13. APPLICATION OF MONIES**

### **13.1 Order of Application**

- (a) All amounts from time to time received or recovered by the Common Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Common Security Agent and applied in the order and manner specified by the Intercreditor Agreement notwithstanding any purported appropriation by the Chargor.



- (b) Paragraph (a) is subject to the payment of any claims having priority over this Security and does not prejudice the right of any Secured Party to recover any shortfall from the Chargor.

### **13.2 Insurance Proceeds**

Upon this Security becoming enforceable, all monies received by virtue of any insurance maintained or effected by the Chargor in respect of the Charged Property shall be paid to the Common Security Agent (or, if not paid by the insurers directly to the Common Security Agent, shall be held on trust for the Common Security Agent) and shall, at the option of the Common Security Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost (any deficiency being made good by the Chargor) or in application against the Secured Obligations as required by this Deed and the Debt Documents.

### **13.3 Application against Secured Obligations**

Subject to Clause 13.1 (*Order of Application*), any monies received or realised by the Common Security Agent from the Chargor or a Receiver under this Deed may be applied by the Common Security Agent to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Common Security Agent may determine.

### **13.4 Suspense Account**

- (a) Until the Secured Obligations are paid in full, the Common Security Agent may place and keep (for such time as it shall determine) any money received pursuant to this Deed or on account of the Chargor's liability in respect of the Secured Obligations in an interest bearing separate suspense account (to the credit of either the Chargor or the Common Security Agent as the Common Security Agent shall think fit), and the Receiver may retain the same for the period which he or she and the Common Security Agent consider expedient without having any obligation to apply all or any part of that money in or towards discharge of the Secured Obligations.
- (b) If the security created by this Deed is enforced at a time when no amount is due under the Debt Documents but at the time when amounts may or will become due, the Common Security Agent (or Receiver) may pay the proceeds of recoveries into a suspense account.

## **14. PROTECTION OF THIRD PARTIES**

### **14.1 No Obligation to Enquire**

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

- (a) whether any power which the Common Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised; or
- (b) whether any of the Secured Obligations have become payable or remains outstanding; or
- (c) how any money paid to the Security Agent to that Receiver is to be applied.

#### **14.2 Receipt Conclusive**

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

### **15. PROTECTION OF COMMON SECURITY AGENT AND RECEIVER**

#### **15.1 No Liability**

Neither the Common Security Agent nor any Receiver shall be liable:

- (a) if it enters into possession of a Charged Property to account as a mortgagee in possession in or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable; or
- (b) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its gross negligence or wilful misconduct.

#### **15.2 Waiver of defences**

The Chargor shall be deemed to be a principal debtor, and the sole, original and independent obligor for the Secured Obligations and the Charged Property shall be deemed to be a principal security for the Secured Obligations. The liability of the Chargor under this Deed and the charges contained in this Deed will not be effected by any act, omission matter or thing which, but for this Clause, would reduce, release or prejudice any of its other obligations under, or the Security created by this Deed (including without limitation whether or not known to the Chargor or the Common Security Agent), including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or any other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or 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 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 or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and of whatever nature, and whether or not more onerous) or replacement of a Common Security Document or any other document or Security or of the Secured Obligations;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Debt Document or any other document or Security or of the Secured Obligations; and
- (g) any insolvency or similar proceedings.

### 15.3 **Chargor intent**

Without prejudice to the generality of Clause 15.2 (*Waiver of defences*), the Chargor expressly confirms that it intends that the Security created under this Deed shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) variation, increase, extension or addition of or to any of the Debt Documents and/or any facility or amount made available under any relevant Debt Document for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

### 15.4 **Immediate recourse**

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

### 15.5 **Deferral of rights**

Until the Priority Discharge Date, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any guarantor of any Obligor's obligations under this Deed;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under this Deed or of any other guarantee or Security taken pursuant to, or in connection with, this Deed by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Obligor has given a guarantee, undertaking or indemnity under any Debt Document;
- (e) to exercise any right of set-off against any Obligor; and/or
- (f) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

If the Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution on trust for the Secured Parties to the extent necessary to enable all amounts which may be or become payable to any Secured Party by the Obligors under or in connection with this Deed to be repaid in full and shall promptly pay or transfer the same to the Common Security Agent or as the Common Security Agent may direct.

## **15.6 Common Security Agent**

- (a) Notwithstanding anything to the contrary in this Deed, the Intercreditor Agreement shall govern the rights, duties and obligations of the Common Security Agent under this Deed.
- (b) Notwithstanding anything to the contrary in this Deed, the Common Security Agent shall not be responsible for the perfection of the security constituted by this Deed and shall not be liable for any failure to perfect such security.

## **16. COSTS AND EXPENSES**

### **16.1 Costs and Expenses**

The Chargor shall within five Business Days of demand, pay to each Secured Party and any Receiver the amount of all reasonable costs and expenses (including legal fees) properly incurred by any of them (or by any Receiver or Delegate) in connection with the negotiation, preparation, printing, execution, syndication, perfection of and satisfaction of any conditions under this Deed.

### **16.2 Stamp Duties, etc.**

The Company shall pay and, within five Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of this Deed.

## **17. CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS**

### **17.1 Cumulative Powers**

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

### **17.2 Amounts Avoided**

If any amount paid by the Chargor in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the Chargor or otherwise, then for the purposes of this Deed that amount shall not be considered to have been paid. No interest shall accrue on any such amount, unless and until such amount is so avoided or set aside.

### **17.3 Discharge Conditional**

Any settlement or discharge between the Chargor and any Secured Party shall be conditional upon no security or payment to that Secured Party by the Chargor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under this Deed) that Secured Party shall be entitled to recover from the Chargor the value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

**18. RULING OFF ACCOUNTS**

If the Common Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the then outstanding Debt Documents or with the prior written consent of the Common Security Agent) it may open a new account for the Chargor in its books. If it does not do so then it will nevertheless be treated as if it had done so as from the time it receives that notice. All payments made by the Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations.

**19. DELEGATION**

- (a) The Common Security Agent or any Receiver may, at any time delegate by power of attorney or otherwise to any person for any period all or any rights, powers, authorities and discretions exercisable by it under this Deed, upon such terms and conditions (including the power to sub-delegate) as it may think fit.
- (b) Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Common Security Agent or their Receiver (as the case may be) may, for its discretion, as it may think fit.
- (c) Neither the Common Security Agent nor any Receiver will be bound to supervise or be in any way responsible for any damages, costs or losses arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

**20. REDEMPTION OF PRIOR CHARGES**

At any time after this Security has become enforceable the Common Security Agent may redeem any prior Security on any Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor. The Chargor will, on demand, pay to the Common Security Agent all costs and expenses incurred by the Common Security Agent (including the payment of any principal or interest in connection with any such redemption or transfer.

**21. SET-OFF**

**21.1 Set-off Rights**

Any Secured Party may set off any obligation due from the Chargor under any Debt Document (to the extent beneficially owned by that Secured Party) against any obligation owed by that Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation provided it is in accordance with the terms of the Intercreditor Agreement. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

**21.2 Different Currencies**

A Secured Party may exercise its rights under Clause 21.1 (*Set-off Rights*) notwithstanding that the amounts concerned may be expressed in different currencies and each Secured Party is authorised to effect any necessary conversions at a market rate of exchange selected by it.

### 21.3 **Unliquidated Claims**

If the relevant obligation or liability is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained provided it is in accordance with the terms of the Intercreditor Agreement.

## 22. **NOTICES**

### 22.1 **Communications in Writing**

Any communication made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax, letter or electronic mail.

### 22.2 **Addresses**

The address, fax number or electronic mail address of each party to this Deed for any communication or document to be made or delivered under or in connection with this Deed is:

- (a) as shown immediately after its name on the execution pages of this Deed (in the case of any person who is a party as at the date of this Deed);
- (b) in the case of any person who becomes a party after the date of this Deed, notified in writing to the Common Security Agent on or prior to the date on which it becomes a party,

or any substitute address, email or fax number as the party may notify to the Common Security Agent (or the Common Security Agent may notify to the parties, if a change is made by the Common Security Agent) by not less than five Business Days' notice.

### 22.3 **Delivery**

- (a) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:
  - (i) if by way of fax, when received in legible form; or
  - (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address; or
  - (iii) if by electronic mail on delivery to the recipient in accordance with Clause 22.4(b) below,

and, if a particular department or officer is specified as part of its address details provided under Clause 22.2 (*Addresses*), if addressed to that department or officer.

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

## **22.4 Electronic communication**

- (a) Any communication to be made between any two Parties under or in connection with this Deed may be made by electronic mail or other electronic means to the extent that those two parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if those two Parties:
  - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
  - (ii) notify each other of any change to their email address or any other such information supplied by them.
- (b) Any electronic communication made between those two Parties will be effective only when actually received (or made available) in readable form and in the case of any electronic communication made by a Party to the Common Security Agent only if it is addressed in such a manner as the Common Security Agent shall specify for this purpose.

## **23. CHANGES TO PARTIES**

### **23.1 Assignment**

The Common Security Agent may at any time assign or otherwise transfer all or any part of its rights under this Deed in accordance with the Debt Documents. Subject to the provisions of the other Debt Documents the Common Security Agent shall be entitled to disclose such information concerning the Chargor and this Deed as the Common Security Agent considers appropriate to any actual or proposed direct or indirect successor, or to any person to whom information may be required to be disclosed by applicable law.

### **23.2 Changes to Parties**

The Chargor authorises and agrees to changes to parties under clause 22 (*Changes to the Parties*) of the Intercreditor Agreement and any equivalent provision under the terms of any other Debt Document and authorises the Common Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

## **24. CURRENCY CLAUSES**

### **24.1 Conversion**

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

### **24.2 No Discharge**

No payment to the Common Security Agent (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Chargor in respect of which it was made unless and until the Common Security Agent has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in

that currency, the Common Security Agent shall have a further separate cause of action against the Chargor and shall be entitled to enforce the security constituted by this Deed to recover the amount of the shortfall.

25. **MISCELLANEOUS**

25.1 **Certificates Conclusive**

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

25.2 **Invalidity of any Provision**

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

25.3 **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.

25.4 **Failure to Execute**

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

25.5 **Notice to Chargor**

This Deed constitutes notice in writing to the Chargor of any charge or assignment of a debt owed by the Chargor to any Obligor and contained in any other Security Document.

25.6 **Covenant to Release**

At the end of the Security Period, the Secured Parties and the Common Security shall, at the request and cost of the Chargor, take any action which may be necessary to release the Charged Property from this Security.

25.7 **Remedies and Waivers**

No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right or remedy under the Debt Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

26. **GOVERNING LAW AND JURISDICTION**

26.1 **Courts of the Isle of Man**

The Chargor agrees that the courts of the Isle of Man shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Deed (respectively Proceedings and Disputes) and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts.



#### **26.2 Appropriate Forum**

The Chargor irrevocably waives any objection which it may have now or hereafter have to Proceedings being brought or Disputes being settled in the courts of the Isle of Man and agrees not to claim that any such court is not a convenient or appropriate forum.

#### **26.3 Proceedings in Other Jurisdictions**

Nothing contained in this clause shall (and shall not be construed so as to) limit the right of the Common Security Agent to take Proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

#### **26.4 General Consent**

The Chargor consents generally in respect of any Proceedings to the giving of any relief or the issue of any process in connection with such Proceedings including the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.

#### **26.5 Waiver of Immunity**

To the extent that the Chargor may in any jurisdiction claim for itself or its assets or revenues immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself, its assets or revenues such immunity (whether or not claimed), the Chargor irrevocably agrees not to claim, and irrevocably waives, such immunity to the full extent permitted by the laws of such jurisdiction.

#### **26.6 Appointment of Process Agent**

Without prejudice to any other mode of service under any relevant law, the Chargor irrevocably appoints Chase Templeton Holdings Limited of First Floor, Millennium House, Victoria Road, Douglas, Isle of Man IM2 4RW as its process agent to receive and to acknowledge on its behalf service of any proceedings in the Isle of Man. If for any reason the agent named above (or its successor) no longer serves as agent of the Chargor for this purpose, the Chargor shall promptly appoint a successor agent (satisfactory to the Common Security Agent) and notify the Common Security Agent thereof, provided that until the Common Security Agent receives such notification, the Common Security Agent shall be entitled to treat the agent named above (or its said successor) as the agent of the Chargor for the purposes of this clause. The Chargor agrees that any such legal process shall be sufficiently served on it if delivered to such agent for service at its address for the time being in the Isle of Man whether or not such agent gives notice thereof to the Chargor.

**IN WITNESS** whereof this Deed has been duly executed and delivered on the above date first above written.

**SCHEDULE 1****CHARGOR**

<b>Name</b>	<b>Jurisdiction by incorporation</b>	<b>Registered Number</b>
Nevada Investments 7 Limited	England	10735121

## SCHEDULE 2

### DETAILS OF THE SCHEDULED INVESTMENTS


Chargor	Issuer	Jurisdiction by incorporation of Issuer	Number and class of shares
Nevada Investments 7 Limited	Chase Templeton Holdings Limited a company incorporated in the Isle of Man under the Companies Act 2006 with company registration number 009099V	Isle of Man	215,000 ordinary shares of £1.00 each

EXECUTION PAGES TO SHARE CHARGE

THE CHARGOR

EXECUTED AS A DEED

By NEVADA INVESTMENTS 7 LIMITED



Authorised Signatory

in the presence of



*Alexandra Allis*



*Executive Assistant*

Signature of witness

Name of witness

Address of witness

Occupation of witness

Authorised Signatory

in the presence of

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of witness

Name of witness

Address of witness

Occupation of witness

Address:

55 Bishopsgate  
London, EC2N 3AS  
United Kingdom

Email:

[Geoff.Gouriet@towergate.co.uk](mailto:Geoff.Gouriet@towergate.co.uk)

Attention:

Geoff Gouriet

**COMMON SECURITY AGENT**

**EXECUTED by**

**CITIBANK, N.A.,  
LONDON BRANCH**  
acting by its authorised signatory

)  
)  
)  
)  
)



**Jillian Hamblin  
Vice President**