



**Registration of a Charge**

Company Name: **PE TITAN HOLDING II LIMITED**

Company Number: **11243295**



Received for filing in Electronic Format on the: **24/04/2024**

XD1OWKYO

**Details of Charge**

Date of creation: **19/04/2024**

Charge code: **1124 3295 0001**

Persons entitled: **ALTER DOMUS (US) LLC**

Brief description:

**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: **NICOLLE ODUTOYE**



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

Company number: 11243295

Charge code: 1124 3295 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th April 2024 and created by PE TITAN HOLDING II LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th April 2024 .

Given at Companies House, Cardiff on 26th April 2024

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

## COLLATERAL ACCOUNT PLEDGE

This **PLEDGE OF COLLATERAL ACCOUNT** (this “**Agreement**”) is dated as of April 19, 2024 and is executed by **PE TITAN HOLDING II LIMITED**, a private limited company organized under the laws of England and Wales having company number 11243295 and having its registered office at 280 Bishopsgate, London EC2M 4RB, United Kingdom (the “**Pledgor**”), and **ALTER DOMUS (US) LLC**, as collateral agent (in such capacity, the “**Collateral Agent**”), for the benefit of the Secured Parties (as defined in the Term Loan Agreement referred to below). Unless otherwise defined herein, capitalized terms herein shall have the definitions and meanings assigned to such terms in the Term Loan Agreement.

Pursuant to that certain Term Loan Agreement dated as of the date hereof (such agreement, as it may be hereafter from time to time amended, restated, amended and restated, modified, waived or supplemented, is herein referred to as the “**Term Loan Agreement**”), by and among the Pledgor, as borrower, each Additional Borrower from time to time party thereto (together with the Initial Borrower, each a “**Borrower**” and, collectively, the “**Borrowers**”), the Lenders from time to time party thereto, the Collateral Agent, Alter Domus (US) LLC, as Administrative Agent, and Deutsche Bank AG New York Branch, as Calculation Agent and as Lead Arranger. The Pledgor has agreed to grant to the Collateral Agent, for the benefit of each of the Secured Parties, a first priority (subject to (x) Permitted Liens pursuant to clauses (ii), (iii) and (v) of the definition thereof (such Permitted Liens, “**Account Pledge Permitted Liens**”) and (y) the execution and delivery of the Account Control Agreement by the parties thereto) security interest and lien in and to the Collateral Accounts (as defined below).

In connection with the foregoing, the parties hereby agree to the following terms and conditions:

1. For value received, the Pledgor hereby pledges to and grants the Collateral Agent, as agent for the benefit of the Secured Parties, a lien and encumbrance upon, and security interest in, each account listed in Schedule 1 hereto and any subaccounts thereof and/or extensions or renewals thereof, if the accounts are ones which may be extended or renewed, and any successor or substitute accounts (such accounts and any subaccounts, extensions or renewals, successors or substitutes thereof being hereinafter called the “**Collateral Accounts**” and each a “**Collateral Account**”), together with all of the Pledgor’s rights, title, and interests (whether now existing or hereafter created or arising) in and to the Collateral Accounts, all sums or other property now or at any time hereafter on deposit therein, credited thereto, or payable thereon, all proceeds and products thereof (excluding any amounts withdrawn in accordance with the Credit Documents), and all instruments, documents, certificates, and other writings evidencing each Collateral Account (collectively, the “**Collateral**” and such pledge, the “**Pledge**”).

2. The Pledge is granted by the Pledgor to secure the payment and performance of any and all of the Obligations under the Term Loan Agreement and the other Credit Documents.

3. The Collateral Accounts shall be subject to the domain and control of the Collateral Agent on the terms set forth herein, in the Term Loan Agreement, in the Account Control Agreement and any other applicable Credit Documents.

4. This Agreement, together with the related Account Control Agreement with respect to each Collateral Account (the “**Account Control Agreement**”), shall, upon the execution and delivery thereof by the parties thereto, give the Collateral Agent “control” of the Collateral Accounts within the meaning of Article 9 of the Uniform Commercial Code as in effect in the State of New York from time to time (the “**UCC**”). This Agreement constitutes a “security agreement” as defined in Article 9 of the UCC.

5. The Pledgor hereby represents and warrants that:

a. subject to the Collateral Agent's rights hereunder and under the Account Control Agreement, the Pledgor is the sole owner of each Collateral Account and has authority to execute and deliver this Agreement;

b. except for this Agreement and the Account Control Agreement, no other assignment, pledge, control or security agreement has been executed by the Pledgor with respect to any Collateral Account that is currently in effect;

c. upon the execution and delivery of the Account Control Agreement by the parties thereto, the security interest and lien created hereunder will constitute a first priority (subject only to Account Pledge Permitted Liens) security interest in and to the Collateral in favor of the Collateral Agent; and

d. no Collateral Account is subject to any lien or offset of any Person other than Account Pledge Permitted Liens.

6. Until the Termination Conditions are satisfied, the Pledgor hereby covenants and agrees:

a. from time to time to promptly execute and deliver to the Collateral Agent all such other assignments, pledges, certificates, passbooks, supplemental writings, and financing statements and do all other acts or things as the Collateral Agent or the Secured Parties may reasonably request in order to more fully evidence and perfect the first priority security interest herein contemplated;

b. to promptly furnish the Collateral Agent with any information or writings which the Collateral Agent or the Secured Parties may reasonably request concerning the Collateral Accounts; and

c. to promptly notify the Collateral Agent in writing of its becoming aware of any claim, action, or proceeding affecting title to any Collateral Account, or any part thereof, or the Pledge, and, at the request of the Collateral Agent, appear in and defend any such action or proceeding.

7. Until the Termination Conditions are satisfied, the Pledgor hereby covenants and agrees that without the prior written consent of the Collateral Agent (acting on the instructions of the Secured Parties), such Pledgor will not:

a. create any other security interest in, mortgage, or otherwise encumber, or assign any Collateral Account, or any part thereof, or permit the same to be or become subject to any lien, attachment, execution, sequestration, other legal or equitable process, or any encumbrance of any kind or character, except (x) the Pledge, any financing statement which may have been filed by the Collateral Agent, as agent under the Term Loan Agreement, covering such Collateral Account and (y) Account Pledge Permitted Liens;

b. enter into any agreement with respect to any Collateral Account or any Collateral, other than this Agreement, the Account Control Agreement, the Credit Documents and any customary account opening agreements and/or other customary terms and conditions with respect thereto; and/ or

c. request, make or allow to be made any withdrawals from any Collateral Account except as expressly permitted hereunder, in the Term Loan Agreement or in the respective Account Control Agreement.

Should any funds required by the Term Loan Agreement or by this Agreement to be deposited into any Collateral Account be received by the Pledgor, such funds shall immediately upon receipt become subject to the lien hereof and while in the hands of the Pledgor be segregated from all other funds of the Pledgor and be held in trust for the Collateral Agent, for the benefit of the Secured Parties. The Pledgor shall have absolutely no dominion or control over such funds under such circumstances except to immediately deposit such funds into a Collateral Account.

8. The Collateral Agent's or the Secured Parties' rights hereunder shall not be released, diminished, impaired, reduced or adversely affected by:

a. any adjustment, indulgence, forbearance or compromise that might be granted or given by the Collateral Agent, on behalf of the Secured Parties, or any Secured Party to any primary or secondary obligor or in connection with any security for the Obligations;

b. any full or partial release of any security for the Obligations (except upon satisfaction of the Termination Conditions);

c. any other action taken or omitted to be taken by the Collateral Agent, on behalf of the Secured Parties, or any Secured Party in connection with the Obligations, whether or not such action or omission prejudices the Pledgor or increases the likelihood that any Collateral Account will be applied to the Obligations;

d. any lack of validity, legality or enforceability of any Credit Document, or amendment to, or any variation, rescission, consent to or departure from, or waiver or release of, any obligation of any obligor or any other person under any Credit Document;

e. any failure to (i) take, or to fully take, any security contemplated by any Credit Document or otherwise agreed to be taken in respect of the obligations of any obligor under the Credit Documents or (ii) exercise any right or remedy against any other obligor of, or collateral securing, any Obligations;

f. any change in the time, manner or place of payment of, or in any other term of, all or any part of the Obligations, or any other extension, compromise or renewal of any Obligations;

g. any other act, event or omission which but for this provision might constitute a defense available to, or operate to discharge, impair or otherwise affect any of the obligations of the Pledgor contained in this Agreement, the rights, powers and remedies conferred upon the Collateral Agent by this Agreement, the Pledge or by law or in equity or under the UCC; and/ or

h. notice of any of the foregoing.

9. The Collateral Agent (acting on the instructions of the Required Lenders, in their discretion), without in any manner impairing any rights and powers of the Secured Parties hereunder, may, at any time and from time to time, without further consent of or notice to the Pledgor, and with or without valuable consideration:

a. release any Person primarily or secondarily liable in respect of the Obligations or any security therefor;

b. renew, extend or accept partial payments upon, release or permit substitutions for or withdrawals of, any security (other than any Collateral Account to the extent provided herein) at any time directly or indirectly, immediately or remotely, securing the payment of the Obligations or any part thereof;

c. release or pay to the Pledgor, or any other Person otherwise entitled thereto, any amount paid or payable in respect of any such other direct or indirect security for the Obligations, or any part thereof (including as contemplated by Section 8.9 of the Term Loan Agreement); and/or

d. upon the occurrence and during the continuance of an Event of Default charge from time to time, pursuant to Section 7.3 of the Term Loan Agreement, any Collateral Account, and any other accounts of the Pledgor, for amounts not paid when due (after the passage of any applicable grace period) to the Collateral Agent on behalf of the Secured Parties or any of them hereunder and under the Credit Documents.

10. Should any Person other than the Pledgor have heretofore executed or hereafter execute, in favor of the Collateral Agent, for the benefit of the Secured Parties, or in favor of the Secured Parties any security agreement, or have heretofore pledged or hereafter pledge any other property to secure the payment of the Obligations, or any part thereof, the exercise by the Collateral Agent, for the benefit of the Secured Parties, or by any Secured Party of any right or power conferred upon any of them in any such instrument, or by any such pledge, shall be wholly discretionary with the Collateral Agent and each Secured Party, and the exercise or failure to exercise any such right or power shall not impair or diminish the Collateral Agent's or the Secured Parties' rights, titles, interest, liens, and powers existing hereunder.

11. The Pledgor hereby authorizes the Collateral Agent, during the existence and continuance of an Event of Default, to receive, take, endorse, assign, deliver, accept and deposit, in the Collateral Agent's or the Pledgor's name, any and all checks, notes, drafts, or other instruments payable to the Pledgor evidencing payments that are required pursuant to the terms of the Term Loan Agreement to be deposited into any Collateral Account.

12. During the existence and continuance of an Event of Default, the Collateral Agent (acting on the instructions of the Required Lenders), on behalf of the Secured Parties, in addition to any other remedies it may have, may withdraw funds from any Collateral Account and apply all or any portion of the funds in or credited to any Collateral Account to the Obligations pursuant to Section 7.3 of the Term Loan Agreement.

The Pledgor hereby authorizes the Collateral Agent (acting on the instructions of the Required Lenders) during the existence and continuance of an Event of Default and so long as any part of the Obligations remains outstanding:

a. to withdraw, liquidate, collect, and receive any and all funds on deposit in or payable to any Collateral Account including any and all investments (including Cash Equivalent investments) and apply such cash, the liquidation proceeds of such investments and other cash, if any, then held as Collateral pursuant to the Term Loan Agreement and the other Credit Documents;

b. to surrender or present for notation of withdrawal the passbook, certificate, or other documents issued to the Pledgor in connection with any Collateral Account;

c. personally, or by agents or attorneys, immediately take possession of the Collateral Accounts or any part thereof, from the Pledgor or any other Person which then has possession of any part thereof with or without notice or process of law; and/or

d. exercise any other rights or take any other actions specified herein or in the Term Loan Agreement or by law or in equity or under the UCC.

During the existence and continuance of an Event of Default, in addition to the rights otherwise provided herein, the Collateral Agent (acting on the instructions of the Required Lenders) may, in accordance with the terms of the Credit Documents, exercise for the ratable benefit of the Secured Parties all rights of a secured party under the UCC in effect from time to time. In addition to the rights otherwise provided herein, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose the Pledge and sell the Collateral (or any part thereof) for the ratable benefit of the Secured Parties under a judgment or decree of a court or courts of competent jurisdiction.

**13. Until the Termination Conditions are satisfied, the Pledgor hereby irrevocably appoints the Collateral Agent as its true and lawful attorney-in-fact (which appointment shall be deemed to be coupled with an interest), with full authority to act in the place and stead of itself and in its name or otherwise to take any action and to execute any instrument necessary or which the Collateral Agent may deem advisable (acting reasonably) to accomplish the purposes of this Agreement. Notwithstanding the foregoing, except as required by applicable law, the Collateral Agent shall not be obligated to exercise any right or duty as attorney-in-fact, and shall have no duties (fiduciary or otherwise) to the Pledgor in connection therewith and the Pledgor hereby waives any claims or rights of a beneficiary of a fiduciary relationship hereunder.**

14. Except as provided in Sections 2.10(c), 2.11(c) and/or 5.11 of the Term Loan Agreement and subject to the other terms and provisions of the Term Loan Agreement, the Pledgor may not withdraw funds from any Collateral Account.

15. Neither the Collateral Agent nor any Secured Party shall be liable for any loss of interest on or any penalty or charge assessed against funds in, payable on, or credited to any Collateral Account as a result of the Collateral Agent, or any Secured Party exercising any of its rights or remedies under this Pledge, except for gross negligence or willful misconduct by the Collateral Agent or such Secured Party (in each case as finally determined by a court of competent jurisdiction).

16. During the existence and continuance of an Event of Default, the Collateral Agent shall be entitled to apply any and all funds received by it in connection with any remedies exercised hereunder toward payment and performance of the due and payable Obligations in such order and manner as is provided in the Term Loan Agreement. Upon satisfaction of the Termination Conditions, this Agreement shall terminate and the rights of the Collateral Agent in and to the Collateral Accounts hereunder will be deemed to be released and of no further force and effect, and, upon written request, the Collateral Agent, on behalf of the Secured Parties, shall provide the Pledgor, at the Pledgor's sole expense, a written release of their obligations hereunder and of the Collateral and shall execute and deliver to the Pledgor or any other applicable Person such documents as the Pledgor shall reasonably request to evidence such release (including any terminations with respect to any applicable Account Control Agreements).

17. All rights, titles, interests, liens, and remedies of the Collateral Agent and the Secured Parties hereunder are cumulative of each other and of every other right, title, interest, lien, or remedy which the Collateral Agent, on behalf of the Secured Parties, or the Secured Parties may otherwise have at law or in equity or under the UCC or any other contract or other writing for the enforcement of the first priority security interest contemplated herein or the collection of the Obligations, and the exercise of one or more

rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies. Should the Pledgor have heretofore executed or hereafter execute any other security agreement in favor of the Collateral Agent, on behalf of the Secured Parties, or in favor of the Secured Parties, the security interest therein created and all other rights, powers, and privileges vested in the Secured Parties by the terms thereof shall exist concurrently with the first priority security interest contemplated herein.

18. Should any part of the Obligations be payable in installments, the acceptance by the Collateral Agent at any time and from time to time of partial payment of the aggregate amount of all installments then matured shall not be deemed to be a waiver of the default then existing. No waiver by the Collateral Agent, on behalf of the Secured Parties, or the Secured Parties of any default shall be deemed to be a waiver of any other subsequent default, nor shall any such waiver by the Collateral Agent, on behalf of the Secured Parties, or by the Secured Parties be deemed to be a continuing waiver. No delay or omission by the Collateral Agent, on behalf of the Secured Parties, or the Secured Parties in exercising any right or power hereunder, or under any other writings executed by the Pledgor or any other obligor as security for or in connection with the Obligations, shall impair any such right or power or be construed as a waiver thereof or any acquiescence therein, nor shall any single or partial exercise of any such right or power preclude other or further exercise thereof, or the exercise of any other right or power of the Collateral Agent, on behalf of the Secured Parties, or by the Secured Parties hereunder or under such other writings.

19. To the extent that the Collateral Agent or any Secured Party receives any payment by or on behalf of the Pledgor, which payment or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside, avoided or required to be repaid to the Pledgor or to its estate, trustee, receiver, custodian or any other party under any and all liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief laws of the United States, England and Wales, Ireland, Luxembourg or any other applicable jurisdictions from time to time in effect, then to the extent of the amount so required to be repaid, the obligation or part thereof which has been paid, reduced or satisfied by the amount so repaid shall be reinstated by the amount so repaid and shall be included within the Obligations as of the date such initial payment, reduction or satisfaction occurred.

20. This Agreement and the rights and obligations of the parties hereunder will be governed by, and will be construed and enforced in accordance with, the laws of the State of New York without regard to any conflicts of law principles or rules to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction. All judicial proceedings brought against any party hereto arising out of or relating hereto or any other Credit Document, or any of the Obligations, may be brought in any state or Federal court of competent jurisdiction in the State, County and City of New York. By executing and delivering this Agreement, each party hereto, for itself and in connection with its properties, irrevocably (a) accepts generally and unconditionally the non-exclusive jurisdiction and venue of such courts; (b) waives any defense of forum non conveniens; (c) agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to the applicable party at its address provided in accordance with Section 9.1 of the Term Loan Agreement; (d) agrees that service as provided in clause (c) above is sufficient to confer personal jurisdiction over the applicable party in any such proceeding in any such court, and otherwise constitutes effective and binding service in every respect; and (e) agrees that the other parties hereto retain the right to serve process in any other manner permitted by law or to bring proceedings against any other party in the courts of any other jurisdiction. Each party hereto irrevocably consents to the service of process in any such suit, legal action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, return receipt requested, to such party hereto at its address set forth in Appendix B (*Notice Addresses*) of the Term Loan Agreement. The foregoing shall not limit the right of the Administrative Agent to serve process in any other manner permitted by law or to bring any suit, legal action or proceeding or to obtain execution of judgment in any other jurisdiction. Any suit seeking



enforcement against any Collateral or other property may be brought, at the Collateral Agent's option, in the courts of any jurisdiction where such Collateral or other property may be found.

21. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THE OTHER CREDIT DOCUMENTS, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH OF THE PARTIES HERETO WARRANTS AND REPRESENTS THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

22. This Agreement shall be binding on and inure to the benefit of the Pledgor and its successors and the Collateral Agent and its successors and permitted assigns. This Agreement may not be assigned by the Pledgor. This Agreement may be assigned by the Collateral Agent without the consent of the Pledgor, to the extent in accordance with the Term Loan Agreement.

23. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts together will constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or Electronic Transmission will be as effective as delivery of a manually executed counterpart hereof. The words "execute", "execution", "sign", "signed" and "signature" (and any words of like import) in this Agreement or, with the consent of the Administrative Agent (which may be granted by email), any other Credit Document or any other document relating hereto or thereto shall be deemed to include and permit electronic signatures, the electronic delivery of signatures and the keeping of records in electronic form, and any such electronic signature, delivery or record shall have the same legal effect, validity and enforceability as a manually executed signature or paper signature page, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other similar state laws based on the Uniform Electronic Transactions Act.

24. The Collateral Agent has executed this Agreement as directed under and in accordance with the Term Loan Agreement and will perform this Agreement solely in accordance with the Term Loan Agreement and not individually. The parties hereto agree that the Collateral Agent shall be afforded all of the rights, privileges, protections, indemnities and immunities afforded to the Collateral Agent under the Term Loan Agreement in connection with its execution of this Agreement and the performance of its duties hereunder.

25. The right is hereby given by the Pledgor to the Collateral Agent, for the benefit of the Secured Parties, to make releases (whether in whole or in part) in accordance with this Agreement and the Credit Documents of all or any part of the Collateral agreeable to the Collateral Agent without notice to, or the consent, approval or agreement of other parties and interests, including junior lienors, which releases shall not impair in any manner the validity of or priority of the Pledge and security interests in the remaining Collateral conferred hereunder, nor release the Pledgor from personal liability for the Obligations. Notwithstanding the existence of any other security interest in the Collateral held by the Collateral Agent, for the benefit of the Secured Parties, the Collateral Agent shall have the right to determine the order in

which any or all of the Collateral shall be subjected to the remedies provided in this Agreement. The Pledgor hereby waives any and all right to require the marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein or in any other Credit Document.

**REMAINDER OF PAGE INTENTIONALLY BLANK.  
SIGNATURE PAGE FOLLOWS.**

Executed on the date first above written.

**PLEDGOR:**

**PE TITAN HOLDING II LIMITED**

By: 

Name: Mary Ann Sigler

Title: Director

**Acknowledged and agreed:**

**ALTER DOMUS (US) LLC**  
as the Collateral Agent

By: \_\_\_\_\_

Name: Pinju Chiu

Title: Associate Counsel

### Schedule 1

<b>Pledgor</b>	<b>“Bank”</b>	<b>Account No.</b>	<b>Account Type</b>
PE Titan Holding II Limited			