



Registration of a Charge

Company name: **VALTRIS SPECIALTY CHEMICALS LIMITED**

Company number: **00995767**



X55BXLPK

Received for Electronic Filing: **20/04/2016**

Details of Charge

Date of creation: **19/04/2016**

Charge code: **0099 5767 0009**

Persons entitled: **WELLS FARGO BANK, NATIONAL ASSOCIATION**

Brief description: **LAND: SEE CLAUSE 3.1 OF THE CHARGE, WHICH CREATES A FIXED CHARGE IN ANY RIGHT, TITLE OR INTEREST OVER LAND (AS SUCH TERM IS DEFINED IN SECTION 205(1) OF THE LAW OF PROPERTY ACT 1925) WHICH THE COMPANY SUBSEQUENTLY ACQUIRES. INTELLECTUAL PROPERTY: SEE CLAUSE 3.7 OF THE CHARGE, WHICH CREATES A FIXED CHARGE OVER ALL INTELLECTUAL PROPERTY RIGHTS (AS DEFINED IN THE CHARGE), SUCH AS: MARK COUNTRY APP. NO. REGISTERED NO. REGISTRATION DATE AKCROSTAB U.S. 79/022972 3283215 8/21/2007 INTERCIDE U.S. 73/040146 1056811 1/25/1977 VULCABOND U.S. 73/563895 1423493 1/6/1987 PLEASE ALSO SEE SCHEDULE 5 (SPECIFIED INTELLECTUAL PROPERTY) TO THE CHARGE FOR FURTHER DETAILS.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

Authentication of Instrument

Certification statement: **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: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 995767

Charge code: 0099 5767 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th April 2016 and created by VALTRIS SPECIALTY CHEMICALS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th April 2016 .

Given at Companies House, Cardiff on 21st April 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

CONFIDENTIAL

Execution Version

Dated 19 APRIL 2016

I certify that, save for material
redacted pursuant to s.859G
of the Companies Act 2006,
this copy instrument is a correct copy
of the original instrument.

Akcros Chemicals Limited

Sign & Dated Norton Rose Fulbright LLP (and others)
as Chargors

and

Wells Fargo Bank, National Association

as UK Security Trustee

Debenture

 NORTON ROSE FULBRIGHT

Contents

Clause	Page
1 Definitions and Interpretation.....	1
2 Covenant to pay.....	5
3 Creation of Security.....	5
4 Nature of Security Created.....	7
5 Conversion of Floating Charge.....	7
6 Restrictions.....	8
7 Representations and Warranties.....	9
8 Undertakings.....	10
9 Shares and Investments.....	13
10 Enforcement.....	13
11 Appointment and powers of Receivers.....	14
12 Protection of purchasers.....	15
13 Protection of the Secured Parties and Receivers.....	16
14 Further Assurances.....	16
15 Power of Attorney.....	18
16 Preservation of Security.....	18
17 Notices.....	20
18 Miscellaneous Provisions.....	21
19 Release.....	22
20 Governing Law and Jurisdiction.....	22
Schedule 1 The Chargors.....	23
Schedule 2 Mortgaged Land.....	24
Schedule 3 Shares.....	25
Schedule 4 Charged Accounts.....	26
Part I – Blocked Accounts.....	26

Part II – Other Accounts	26
Schedule 5 Specified Intellectual Property.....	28
Schedule 6 Specified Equipment.....	29
Schedule 7 Deed of Accession.....	30
Schedule 8 Forms of Notice to Banks and Acknowledgement	34
Signatories.....	37

Debenture

Dated 19 APRIL 2016

Between

- (1) Akcros Chemicals Limited, registered in England with number 00995767 (the Company);
- (2) The Companies listed in Schedule 1 (The Chargors) (together with the Company and each person which becomes a party to this Deed by executing a Deed of Accession, each a Chargor and together the Chargors); and
- (3) Wells Fargo Bank, National Association as agent and security trustee for the Secured Parties (the UK Security Trustee).

Recitals

- (A) The Lenders have agreed to make credit facilities available on the terms of the Credit Agreement.
- (B) The Chargors enter into this Deed to secure the repayment and satisfaction of the Secured Liabilities.
- (C) The Chargors and the UK Security Trustee intend that this document take effect as a deed notwithstanding that it may be executed under hand.

It is agreed:

1 Definitions and Interpretation

1.1 Definitions

In this Deed:

Account Bank means Wells Fargo Bank, National Association, London Branch.

Act means the Law of Property Act 1925.

Blocked Accounts means the bank accounts of the Chargors maintained with the Account Bank specified in Part I of Schedule 4 (*Charged Accounts*) and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Chargors as the UK Security Trustee and the relevant Chargor may designate or approve.

Book Debts means:

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due or owing to, or which may become due or owing to, or purchased or otherwise acquired by any Chargor; and
- (b) the benefit of all rights whatsoever of any Chargor relating to any of its debts referred to in (a) above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and

assets).

Cash Collateral Account means the bank account held with The Royal Bank of Scotland Plc with a credit balance not to exceed £413,000 with respect to (i) two credit cards, each with a credit limit of £2,500, (ii) two credit cards, each with a credit limit of €3,000, (iii) the customs bond facility in the amount of £100,000 and (iv) the payroll/disbursement account facility, each with The Royal Bank of Scotland Plc.

Charged Accounts means the Blocked Accounts and the Other Accounts.

Credit Agreement means the amended and restated credit agreement dated on or about the date of this Deed between (amongst others) Wells Fargo Bank, National Association as Agent, UK Security Trustee, Sole Lead Arranger and Sole Book Runner, the Lenders party thereto and Polymer Additives Holdings, Inc. as Parent.

Deed of Accession means a deed of accession substantially in the form set out in Schedule 7 (*Deed of Accession*).

Default Rate means the rate specified in section 2.6(c) (*Default Rate*) of the Credit Agreement.

Distribution Rights means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them.

EPO means the European Patent Office.

Equipment means each Chargor's fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related authorisations, agreements and warranties.

EUIPO means the European Union Intellectual Property Office.

Insurance means each contract or policy of insurance to which a Chargor is a party or in which it has an interest (but excluding contracts and policies of insurance or assurance which relate to liabilities to third parties).

Intellectual Property Rights means:

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

arising or subsisting in any jurisdiction and whether registered or not.

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

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

Mortgaged Land means any Land owned by a Chargor with a fair market value in excess of US\$1,000,000.

Other Accounts means the bank accounts (other than Excluded Deposit Accounts) of the Chargors specified in Part II of Schedule 4 (*Charged Accounts*) and/or in the Schedule to any Deed of Accession (which shall not include any Excluded Deposit Accounts) and/or such other bank accounts (other than Excluded Deposit Accounts) of the Chargors as the UK Security Trustee and the relevant Chargor may designate or approve.

Receiver means a receiver appointed pursuant to this Deed, whether alone or jointly, and includes a receiver and/or manager and, if the UK Security Trustee is permitted by law to appoint an administrative receiver, includes an administrative receiver.

Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them.

Relevant Registry means the EUIPO, WIPO and the EPO.

Secured Liabilities means, with respect to the Company, the UK Obligations of the Company as defined in the Credit Agreement and with respect to each other Chargor, the Guaranteed Obligations, as defined in the US Guaranty.

Security Assets means all assets of each Chargor the subject of any security created by this Deed.

Secured Parties means the Agent, the UK Security Trustee, the Lenders, the Issuing Banks and the Bank Product Providers.

Security Period means the period beginning on the date of this Deed and ending on the date on which the Secured Liabilities have been irrevocably and unconditionally satisfied in full and no Secured Party has any commitment or liability, whether present or future, actual or contingent (other than (i) unasserted contingent indemnification Obligations, and (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized), in relation to the credit facilities provided under the Credit Agreement to any UK Loan Party. If any amount paid by any Chargor in connection with the satisfaction of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of such Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purpose of this Deed.

Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

Shares means all shares (whether with or without voting rights) held by any Chargor in its Subsidiaries.

Specified Equipment means the Equipment (if any) specified in Schedule 6 (*Specified Equipment*) and/or in the Schedule to any Deed of Accession.

Specified Intellectual Property means the registered Intellectual Property Rights (if any) specified in Schedule 5 (*Specified Intellectual Property*) and/or in the Schedule to any Deed of

Accession.

Subsidiary means:

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006; and
- (b) any company which would be a subsidiary within the meaning of section 1159 of the Companies Act 2006 but for any Security subsisting over the shares in that company from time to time,

but on the basis that a person shall be treated as a member of a company if any shares in that company are held by that person's nominee or any other person acting on that person's behalf.

WIPO means the World Intellectual Property Organisation.

1.2 Construction

(a) Any reference in this Deed to:

- (i) **assets** includes present and future properties, revenues and rights of every description;
- (ii) an **authorisation** means an authorisation, consent, approval, licence, resolution, filing or registration;
- (iii) any **Loan Document** or any other agreement or instrument is a reference to that Loan Document or other agreement or instrument as amended, amended and restated, varied, novated supplemented or replaced from time to time;
- (iv) **Indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (v) a **person** includes one or more of that person's assigns, transferees or successors in title, delegates, sub-delegates and appointees (in the case of a Loan Party only, in so far as such assigns, transferees or successors in title, delegates, sub-delegates and appointees are permitted in accordance with the Loan Documents) and any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
- (vi) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (vii) a **guarantee** includes any guarantee or indemnity, bond, letter of credit, documentary or other credit, or other assurance against financial loss;
- (viii) a provision of law is a reference to that provision as amended or re-enacted; and
- (ix) words importing the singular shall include the plural and vice versa.

(b) Clause and Schedule headings are for ease of reference only.

- (c) An Event of Default is **continuing** if it has not been remedied or waived.
- (d) Any reference to the security constituted by this Deed becoming "enforceable" shall mean that the Security created under this Deed has become enforceable under Clause 10.1 (*When security becomes enforceable*).
- (e) Capitalised terms defined in the Credit Agreement have the same meaning when used in this Deed unless the context requires otherwise.
- (f) The terms of the other Loan Documents and of any side letters between any parties in relation to any Loan Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (g) Each of the charges in Clause 3 (*Creation of Security*) over each category of the assets, each asset and each sub-category of each asset specified in such clause shall be read and construed separately, as though each such category, asset and sub-category were charged independently and separately of each other and shall apply to both present and future assets.

2 Covenant to pay

Each Chargor, as primary obligor and not merely as surety, hereby covenants with the UK Security Trustee as agent and trustee for the Secured Parties that it will pay and discharge the Secured Liabilities in the manner provided for in the Loan Documents when they fall due pursuant to the Loan Documents.

3 Creation of Security

3.1 Land

Each Chargor charges:

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

3.2 Shares

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

- (a) all its Shares; and
- (b) all related Distribution Rights.

3.3 Investments

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

- (a) all its Investments; and

(b) all related Distribution Rights,
including those held for it by any nominee.

3.4 Equipment

Each Chargor:

- (a) charges by way of fixed charge all Equipment (other than any Specified Equipment); and
- (b) mortgages or (if to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge all of its right, title and interest in and to:
 - (i) the Specified Equipment;
 - (ii) all spare parts and replacements for and all modifications and additions to the Specified Equipment,

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

3.5 Book Debts

Each Chargor charges by way of fixed charge:

- (a) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account; and
- (b) the benefit of all rights, Security and guarantees of whatsoever nature enjoyed or held by it in relation to anything referred to in paragraph (a) above.

3.6 Blocked Accounts

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

3.7 Intellectual Property Rights

Each Chargor charges, to the extent they are capable of being charged, by way of fixed charge all present and future Intellectual Property Rights (including the Specified Intellectual Property), including all fees, royalties and other rights of every kind relating to or deriving from such Intellectual Property Rights.

3.8 Goodwill

Each Chargor charges by way of fixed charge its goodwill.

3.9 Uncalled capital

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

3.10 Authorisations

Each Chargor charges by way of fixed charge the benefit of all authorisations held by it in

relation to any Security Asset.

3.11 Insurance

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

3.12 Other assets

- (a) Each Chargor charges by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged or charged by way of fixed charge under this Clause 3 (*Creation of Security*) other than the Cash Collateral Account.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Deed.

3.13 Trust

- (a) If or to the extent that for any reason (including because a consent or waiver must be obtained or a condition must be satisfied) the mortgaging or charging pursuant to this Deed of any asset of a Chargor is prohibited, the Chargor shall hold the benefit of the same on trust for the UK Security Trustee as security for the payment and discharge of the Secured Liabilities.
- (b) On such a waiver or consent being obtained, or such a condition being satisfied, the Security Asset shall be mortgaged or charged (as appropriate) under this Clause 3 (*Creation of Security*) and the trust referred to in paragraph (a) shall terminate.

4 Nature of Security Created

The Security created under this Deed is created as security for the payment and discharge of the Secured Liabilities:

- (a) as a continuing security and will extend for the ultimate balance of sums payable in connection with the Secured Liabilities regardless of any intermediate payment or discharge in whole or part;
- (b) (except in the case of assets which are the subject of a legal mortgage under this Deed) over all present and future assets of the kind described which are owned by any Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the UK Security Trustee as agent and security trustee for the Secured Parties; and
- (d) with full title guarantee.

5 Conversion of Floating Charge

5.1 Conversion on notice

- (a) Subject to Clause 5.2 (*Limitation*), the UK Security Trustee may by written notice to a Chargor at any time during the Security Period convert the floating charge created by that Chargor under this Deed into a fixed charge in respect of any Security Asset specified in that notice if an Event of Default is continuing.

- (b) Service by the UK Security Trustee of a notice pursuant to Clause 5.1(a) in relation to any of the Security Assets shall not be construed as a waiver or abandonment of the UK Security Trustee's rights to serve similar notices in respect of any other of the Security Assets or of any other of the rights of the UK Security Trustee under any Loan Document and shall remove from each Chargor any right which such Chargor has to deal with the relevant assets without prior written consent (in the case of dealing) of the UK Security Trustee.

5.2 Limitation

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

5.3 Automatic conversion

The floating charge created by a Chargor under this Deed shall (in addition to the circumstances in which the same will occur under general law) convert automatically into a fixed charge:

- (a) in relation to a Security Asset which is subject to a floating charge if:
 - (i) that Chargor creates or attempts to create any Security (other than Permitted Liens) over or on the relevant Security Asset without the prior written consent of the UK Security Trustee; or
 - (ii) if any person seizes, attaches, charges, takes possession of or sells that Security Asset under any form of distress, sequestration, execution or other process, or attempts to do so; and
- (b) over all Security Assets of a Chargor which are subject to a floating charge:
 - (i) if the UK Security Trustee receives notice of an intention to appoint an administrator of that Chargor;
 - (ii) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of that Chargor over all or any part of its assets, or if such person is appointed; or
 - (iii) on the crystallisation of any other floating charge over the Security Assets.

6 Restrictions

During the Security Period, no Chargor shall:

- (a) create or permit to subsist any Security of whatsoever nature on any Security Asset other than Permitted Liens or as created by this Deed or with the consent of the UK Security Trustee; or
- (b) sell, transfer, grant, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created by Clause 3.12 (*Other assets*) or with the consent of the UK Security Trustee or as permitted by the Credit Agreement.

7 Representations and Warranties

7.1 Making of representations

Each Chargor makes the representations and warranties set out in this Clause 7 to the UK Security Trustee and the Secured Parties. The representations and warranties so set out are made on the date of this Deed and are deemed to be repeated by the Chargors throughout the Security Period on those dates on which representations and warranties are to be repeated in accordance with section 3.2 of the Credit Agreement with reference to the facts and circumstances then existing and on such date shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of such date, as though made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date).

7.2 Title

The Chargors are the sole legal and beneficial owners of the Security Assets free of any Security or third party interest of any kind (other than Permitted Liens).

7.3 Capacity

Each Chargor has the capacity, power and authority to enter into this Deed and the obligations assumed by it are its legal, valid, binding and enforceable obligations subject to general principles of law limiting its obligations.

7.4 Security

This Deed creates the various forms of security it purports to create and those security interests are valid and effective.

7.5 Mortgaged Land

All Mortgaged Land legally and beneficially owned by a Chargor as at the date of this Deed is described in Schedule 2 (*Mortgaged Land*).

7.6 Shares

- (a) All Shares legally and beneficially owned by a Chargor as at the date of this Deed are described in Schedule 3 (*Shares*).
- (b) All of the Shares and, to the extent applicable, all Investments are fully paid.
- (c) Neither the terms of the Shares and the Distribution Rights, nor the Memorandum, nor the Articles of Association of any Chargor or any Subsidiary of a Chargor restrict or otherwise limit the right to mortgage, charge or pledge the Shares and the Distribution Rights in favour of the UK Security Trustee.
- (d) Except as stated in Clause 3 (*Creation of Security*) and as permitted under the Credit Agreement, each Chargor has not sold or granted any rights of pre-emption over or agreed to sell or grant any right of pre-emption over or otherwise disposed of or agreed to dispose of the benefit of all or any of its rights, title and interest in and to all or any part of

the Shares or Distribution Rights.

- (e) The Shares are non-assessable and neither the Shares nor the Distribution Rights are subject to any options to purchase or similar rights of any person.

7.7 Specified Intellectual Property

The details of the Specified Intellectual Property appearing or referred to in Schedule 5 (*Specified Intellectual Property*):

- (a) are true, accurate, and complete in all material respects as of the date of this Deed; and
- (b) no Chargor is the owner of any interest in any other Intellectual Property registered in the United Kingdom or in a Relevant Registry as of the date of this Deed which is not identified in that Schedule.

8 Undertakings

8.1 Duration

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

8.2 Book debts and receipts

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

8.3 Blocked Account Arrangements

Each Borrower shall, promptly upon the execution of this Deed or, in respect of any Blocked Account opened after the date of this Deed, promptly following the opening of such Blocked Account, execute and deliver a blocked account control agreement with the UK Security Trustee and the Account Bank in form and substance acceptable to the UK Security Trustee acting reasonably.

8.4 Operation of Blocked Accounts

Until the security constituted by this Deed is discharged, no Borrower shall be entitled to withdraw the whole or any part of any amount standing to the credit of any Blocked Account except as expressly permitted by the blocked account control agreement referred to in Clause 8.3 (*Blocked Account Arrangements*) and shall not take any action, claim or proceedings against the UK Security Trustee or any other party for the return or payment to any person of the whole or any part of any amount standing to the credit of any Blocked Account.

8.5 Other Account Arrangements

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

- (a) in respect of each Other Account opened or maintained with the Account Bank, execute

and deliver a collateral account control agreement with the UK Security Trustee and the Account Bank in form and substance acceptable to the UK Security Trustee acting reasonably;

- (b) in respect of each Other Account opened or maintained with any bank other than the Account Bank:
 - (i) serve notice upon the bank at which each Other Account is opened (in respect of the relevant Other Accounts) in substantially the form set out in Part I of Schedule 8 (*Forms of Notice to Banks and Acknowledgement*); and
 - (ii) use reasonable endeavours to procure that the relevant bank returns the acknowledgement in substantially the form set out in Part II of Schedule 8 (*Forms of Notice to Banks and Acknowledgement*) or such other form acceptable to the UK Security Trustee acting reasonably.

8.6 Operation of Other Accounts

Until notified by the UK Security Trustee in writing to the contrary in accordance with Clause 10.2(a) (*Powers on enforcement*), the Chargors shall be entitled to operate the Other Accounts.

8.7 Bank Accounts

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

8.8 Shares and Investments

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

- (a) if it forms or acquires any Subsidiary after the date of this Deed, it shall promptly notify the UK Security Trustee;
- (b) it will promptly copy to the UK Security Trustee, and comply with, all reasonable requests for information which is within its knowledge and which are made under section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional document relating to any of its Shares and Investments; and
- (c) it will comply with all other conditions and obligations assumed by it in respect of any of the Shares and Investments where failure to so comply might reasonably be expected to materially and adversely affect the interests of the Secured Parties.

8.9 Land

- (a) Each Chargor shall notify the UK Security Trustee in writing if it acquires any estate or interest in Mortgaged Land, within 60 days of such acquisition.
- (b) Each Chargor shall promptly give notice in writing to the UK Security Trustee if:
 - (i) it receives any notice under section 146 of the Act; or
 - (ii) any proceedings are commenced against it for the forfeiture of any lease of any Land which might reasonably be expected to have a Material Adverse Effect.
- (c) If any Chargor acquires any Mortgaged Land after the date of this Deed it shall:

- (i) within 60 days (or such longer period as may be agreed to by the Required Lenders) of such acquisition and at the cost of the Chargor, execute and deliver to the UK Security Trustee a legal mortgage in favour of the UK Security Trustee of that Mortgaged Land in the same form as this Deed (*mutatis mutandis*);
 - (ii) if required by the UK Security Trustee and if the title to that Mortgaged Land is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Deed; and
 - (iii) if applicable, ensure that the provisions of Clause 14.1 (*Application to Land Registrar*) are complied with in relation to that legal mortgage.
- (d) If the consent of the landlord in whom the reversion of a lease is vested is required for a Chargor to execute a legal mortgage over it, that Chargor shall not be required to perform that obligation unless and until it has obtained the landlord's consent.
- (e) Each Chargor shall:
- (i) perform all its obligations under any law or regulation in any way related to or affecting its Land, except to the extent that non-performance of those obligations would not reasonably be expected to have a Material Adverse Effect; and
 - (ii) within 30 days after receipt by it of any material application, requirement, order or notice served or given by any public or local or any other authority with respect to its Land (or any part of it):
 - (A) deliver a copy to the UK Security Trustee; and
 - (B) inform the UK Security Trustee of the steps taken or proposed to be taken to comply with the relevant requirements.

8.10 Intellectual Property Rights

Each Chargor shall:

- (a) take all commercially reasonable steps and practical steps to preserve and enforce all of its Intellectual Property Rights which are material to the conduct of the business of the Loan Parties taken as a whole as determined in such Chargor's reasonable business judgment; and
- (b) not without the prior written consent of the UK Security Trustee:
 - (i) sell, transfer, license or otherwise dispose of all or any part of its Intellectual Property Rights except as permitted by the Credit Agreement; or
 - (ii) permit any such Intellectual Property Rights which are registered and material to the conduct of the business of the Loan Parties taken as a whole as determined in such Chargor's reasonable business judgment to be abandoned or cancelled, to lapse or to be liable to any claim of abandonment for non-use or otherwise.

8.11 Specified Intellectual Property

- (a) In respect of the Specified Intellectual Property and in respect of any other registered trademarks of the relevant Chargor against which this Deed may be noted, such Chargor shall forthwith file a Form TM24 with the Trade Marks Registry or such other form as

necessary to register its interest within any applicable time periods.

- (b) Notwithstanding the foregoing, nothing in this Deed or in any other Loan Document shall require any Chargor to make any filings or take any other actions to record the UK Security Trustee's charge in any Intellectual Property Rights of any Chargor which are registered or recorded outside of the United Kingdom or a Relevant Registry or where the costs to such Chargor of making such filings or taking such other actions would be unreasonably excessive (as determined by the UK Security Trustee in consultation with the Chargor (each acting reasonably)) in relation to the benefits to UK Security Trustee and the Lenders of the security afforded thereby.

9 Shares and Investments

9.1 Before an Event of Default

Until the occurrence of an Event of Default which is continuing each Chargor shall:

- (a) pay all monies arising from the Distribution Rights relating to the Shares and Investments into:
 - (i) where such Chargor is a Borrower, a Blocked Account; or
 - (ii) otherwise, an Other Account; and
- (b) be entitled to exercise any voting and other rights and powers attached to the Shares provided that such exercise of rights and powers is not in a manner which might reasonably be expected to prejudice the interests of the Secured Parties under the Loan Documents.

9.2 After an Event of Default

At any time whilst an Event of Default is continuing each Chargor shall promptly pay over to the UK Security Trustee all monies arising from the Distribution Rights relating to the Shares which it may receive, and provided that the UK Security Trustee has given not less than 3 Business Days' prior written notice to the Chargor, exercise all voting and other rights and powers attached to the Shares in any manner which the UK Security Trustee may direct.

10 Enforcement

10.1 When Security becomes enforceable

The Security created by a Chargor under this Deed shall become enforceable on the occurrence of an Event of Default which is continuing.

10.2 Powers on enforcement

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

- (a) serve notice upon any bank at which an Other Account is open, terminating the Chargor's right to operate such Other Account;
- (b) exercise all the powers and rights conferred on mortgagees by the Act, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the

Act;

- (c) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, without the restrictions imposed by sections 99 and 100 of the Act;
- (d) to the extent that any Security Asset constitutes Financial Collateral, as defined in the Regulations, and, in the case of Shares, provided that the UK Security Trustee has given not less than 3 Business Days' prior written notice to the Chargor, appropriate it and transfer the title in and to it to the UK Security Trustee insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18;
- (e) subject to Clause 11.1 (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets; and
- (f) appoint an administrator of any Chargor.

10.3 Disposal of the Security Assets

In exercising the powers referred to in Clause 10.2 (*Powers on enforcement*), the UK Security Trustee or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it provided that, in the case of Shares, the UK Security Trustee has given not less than 3 Business Days' prior written notice to the Chargor.

10.4 Application of moneys

- (a) The UK Security Trustee or any Receiver shall apply moneys received by them under this Deed after the Security created under this Deed has become enforceable in the order set forth in section 2.4(b)(iii)(B) of the Credit Agreement, and section 109(8) of the Act shall not apply.
- (b) Clause 10.4(a) will override any appropriation made by a Chargor.

11 Appointment and powers of Receivers

11.1 Method of appointment and removal

- (a) The UK Security Trustee may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.
- (b) Every appointment or removal of a Receiver, of any delegate or of any other person by the UK Security Trustee pursuant to this Deed may be made in writing under the hand of any officer or manager of the UK Security Trustee (subject to any requirement for a court order in the removal of an administrative receiver).

11.2 Powers of Receiver

Every Receiver shall have all the powers:

- (a) of the UK Security Trustee under this Deed;
- (b) conferred by the Act on mortgagees in possession and on receivers appointed under the Act;

- (c) in relation to, and to the extent applicable to, the Security Assets or any of them, the powers specified in Schedule 1 of the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver within the meaning of that Act); and
- (d) in relation to any Security Asset, which he would have if he were its only beneficial owner.

11.3 Joint or several

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

11.4 Receiver as agent

Every Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his acts and defaults and for the payment of his remuneration (save for bad faith, gross negligence or wilful misconduct).

11.5 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate appropriate to the work and responsibilities involved to be fixed by agreement between him and the UK Security Trustee, and the maximum rate specified in section 109(6) of the Act shall not apply.

11.6 Delegation

- (a) The UK Security Trustee and any Receiver may, for the time being and from time to time, delegate by power of attorney or in any other manner (including, without limitation, under the hand of any manager of the UK Security Trustee) to any person any right, power or discretion exercisable by the UK Security Trustee or such Receiver (as the case may be) under this Deed.
- (b) Any such delegation may be made upon the terms (including, without limitation, power to sub delegate) and subject to any regulations which the UK Security Trustee or such Receiver (as the case may be) may think fit.
- (c) Neither the UK Security Trustee nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub delegate who shall be entitled to all the indemnities to which his appointor is entitled under this Deed.

12 Protection of purchasers

No purchaser or other person dealing with the UK Security Trustee or any Receiver shall be bound or concerned:

- (a) to see or enquire whether the right of the UK Security Trustee or any Receiver to exercise any of the powers conferred by this Deed has arisen or not;
- (b) with the propriety of the exercise or purported exercise of those powers; or
- (c) with the application of any moneys paid to the UK Security Trustee, to any Receiver or to any other person.

13 Protection of the Secured Parties and Receivers

13.1 Exclusion of liability

None of the UK Security Trustee, the other Secured Parties, any Receiver or any of their respective officers or employees shall have any responsibility or liability:

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

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

13.2 General Indemnity

Each Chargor shall indemnify the UK Security Trustee, the other Secured Parties, any Receiver and their respective officers and employees against all actions, proceedings, demands, claims, costs, expenses, and other liabilities incurred by them in accordance with section 10.3 of the Credit Agreement as though any Receiver were an "Indemnified Person" for the purposes of that section except in the case of bad faith, gross negligence or wilful misconduct on the part of that person.

13.3 Indemnity out of the Security Assets

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

13.4 Enforcement Expenses

Immediately upon demand, each Chargor shall pay all other costs and expenses (including legal fees and VAT) incurred from time to time in connection with the enforcement of or preservation of rights under this Deed by the UK Security Trustee, or any Receiver, attorney, manager, agent or other person appointed by the UK Security Trustee under this Deed or by statute, but in each of the foregoing cases only to the extent the same comprise Lender Group Expenses, and keep each of them indemnified against any failure or delay in paying the same.

14 Further Assurances

14.1 Application to Land Registrar

Each Chargor consents to the registration against the registered titles specified in Schedule 2

(Mortgaged Land) of:

- (a) a restriction in the following terms:

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

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

14.2 Further action

Each Chargor shall, at its own expense (such expense to be reasonably and properly incurred), promptly take any action and sign or execute any further documents which the UK Security Trustee (acting reasonably) may require in order to:

- (a) give effect to the requirements of this Deed;
- (b) protect, preserve and perfect the Security intended to be created by or pursuant to this Deed;
- (c) protect and preserve the ranking of the Security intended to be created by or pursuant to this Deed with any other Security over the Security Assets; or
- (d) facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the UK Security Trustee, any Receiver or any administrator in connection with all or any of the Security Assets,

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

14.3 Deposit of documents

Each Chargor covenants that as reasonably practicable after it receives them and in any event, with regard to Security Assets owned by the Chargors at the date of this Deed, no later than 5 Business Days from the date of this Deed, it shall deposit with the UK Security Trustee, in respect of or in connection with the Security Assets:

- (a) all deeds, certificates and other documents of or evidencing title (other than with respect to Shares) in each case having an aggregate value or face amount of US\$500,000 or more;
- (b) in respect of Shares and Investments mortgaged under Clause 3.2 (Shares) and 3.3 (Investments) respectively, signed undated transfers, completed in blank; and
- (c) any other documents which the UK Security Trustee (acting reasonably) may from time to time require for perfecting its title, or the title of any purchaser,

all of which will be held by the UK Security Trustee at the expense and risk of the relevant Chargor.

14.4 Law of Property (Miscellaneous Provisions) Act 1994

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

15 Power of Attorney

15.1 Appointment

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

- (a) the UK Security Trustee;
- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the UK Security Trustee; and
- (c) any Receiver,

jointly and severally as that Chargor's attorney, in that Chargor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit following the occurrence of an Event of Default which is continuing or following the failure by that Chargor to take any action or sign or execute any further document that it is required to do, sign or execute in accordance with the terms of this Deed when requested to do so by the UK Security Trustee, to take any action and sign or execute any further documents which that Chargor is required to take, sign or execute in accordance with this Deed.

15.2 Ratification

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

16 Preservation of Security

16.1 Reinstatement

If any payment by a Chargor or any discharge given by the UK Security Trustee (whether in respect of the obligations of any Chargor, any other UK Loan Party or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of each Chargor shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the UK Security Trustee shall be entitled to recover the value or amount of that security or payment from each Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

16.2 Waiver of defences

The obligations of each Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this Clause 16.2 (*Waiver of defences*), would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or the UK Security Trustee or any other Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Chargor, any other UK Loan Party or other person;

- (b) the release of any other Chargor, UK Loan Party or any other person under the terms of any composition or arrangement with any creditor of any Chargor, any other UK Loan Party or any other person;
- (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 Chargor, UK Loan Party or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor, UK Loan Party or any other person;
- (e) any amendment (however fundamental) or replacement of a Loan Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or security; or
- (g) any insolvency or similar proceedings.

16.3 Chargor Intent

Without prejudice to the generality of Clause 16.2 (*Waiver of defences*), each Chargor expressly confirms that it intends that the security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Loan Documents and/or any facility or amount made available under any of the Loan Documents for the purposes of or in connection with any of the following:

- (a) acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- (i) any fees, costs and/or expenses associated with any of the foregoing.

16.4 Immediate recourse

Each Chargor waives any right it may have of first requiring the UK Security Trustee to proceed against or enforce any other rights or security or claim payment from any person before enforcing the security constituted by this Deed. This waiver applies irrespective of any law (not being a mandatory law) or any provision of a Loan Document to the contrary. Notwithstanding anything set out in this Deed to the contrary, in the case of Shares the UK Security Trustee shall give not less than 3 Business Days' prior written notice to the Chargor before enforcing the

security constituted by this Deed with respect to such Shares.

16.5 Appropriations

Until the expiry of the Security Period, the UK Security Trustee may:

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

16.6 Deferral of Chargors' rights

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

- (a) to be indemnified by any other Chargor or any other UK Loan Party;
- (b) to claim any contribution from any other guarantor of any Chargor's or UK Loan Party's obligations under the Loan Documents; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any of the UK Security Trustee's rights under the Loan Documents or of any other guarantee or security taken pursuant to, or in connection with, the Loan Documents by the UK Security Trustee.

16.7 Additional Security

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

16.8 New Accounts

If a Secured Party receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets it may open a new account or accounts for any Chargor and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by the relevant Chargor to that Secured Party:

- (a) shall be credited or be treated as having been credited to the new account of that Chargor; and
- (b) shall not operate to reduce the Secured Liabilities at the time when that Secured Party received or was deemed to have received such notice.

17 Notices

17.1 Delivery and Receipt

- (a) Any communications to be made under or in connection with this Deed shall be made in

accordance with section 11 of the Credit Agreement.

- (b) Any communication or document made or delivered to the Company in accordance with this Clause 17.1 (*Delivery and Receipt*) will be deemed to have been made or delivered to each of the Chargors.

18 Miscellaneous Provisions

18.1 Tacking

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

18.2 Separate Charges

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

18.3 Invalidity

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

18.4 Rights and Remedies

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

18.5 Accession of Affiliates

- (a) To the extent that any Affiliate of the Company is required by the terms of the Loan Documents to provide Security over its assets under English law, it may do so by executing a Deed of Accession and such Affiliate shall on the date which such Deed of Accession is executed by it become a party to this Deed in the capacity of a Chorgor and this Deed shall be read and construed for all purposes as if such company had been an original party to this Deed as a Chorgor (but for the avoidance of doubt the security created by such company shall be created on the date of the Deed of Accession).
- (b) Each Chorgor (other than the Company) by its execution of this Deed or any Deed of Accession, irrevocably appoints the Company to execute on its behalf any Deed of Accession without further reference to or the consent of such Chorgor and such Chorgor shall be bound by any such Deed of Accession as if it had itself executed such Deed of Accession.

19 Release

19.1 Expiry of Security Period

- (a) Upon the expiry of the Security Period (but not otherwise), the UK Security Trustee shall, at the request and cost of the Chargors, promptly take whatever action is necessary to release the Security Assets from the security constituted by this Deed and/or reassign the benefit of the Security Assets to the Chargors and promptly thereafter return all deeds and documents of title delivered to the UK Security Trustee.
- (b) Section 93 of the Act shall not apply to this Deed.

19.2 Other Accounts

At any time before the Security created by this Deed shall have become enforceable, in the absence of any directions from the UK Security Trustee to the contrary, any amounts permitted by the terms of the Loan Documents to be paid into an Other Account shall upon payment into such account stand released from any fixed charge in respect of such amount created pursuant to Clause 3 (*Creation of Security*) and shall stand subject to the floating charge created by Clause 3.12(a) (*Other Assets*), provided that such release shall in no respect prejudice the continuance of any fixed charge created pursuant to Clause 3 (*Creation of Security*) in respect of any other amount.

20 Governing Law and Jurisdiction

20.1 Governing Law

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

20.2 Jurisdiction

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

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

**Schedule 1
The Chargors**

Name of Chargor	Jurisdiction of Incorporation	Registration number (if any)
Polyadd Limited	England and Wales	09325674
Akcros Chemicals Limited	England and Wales	00995767

**Schedule 2
Mortgaged Land**

None at the date of this Deed.

**Schedule 3
Shares**

Chargor	Company Name	Type of Share	Number of Shares
None at the date of this Deed.			

**Schedule 4
Charged Accounts**

Part I -- Blocked Accounts


Chargor	Bank	Branch	Sort Code	Account No.
Akcros Chemicals Limited	Wells Fargo Bank, National Association	London Branch	[REDACTED]	[REDACTED]
Akcros Chemicals Limited	Wells Fargo Bank, National Association	London Branch	[REDACTED]	[REDACTED]
Akcros Chemicals Limited	Wells Fargo Bank, National Association	London Branch	[REDACTED]	[REDACTED]

Part II -- Other Accounts

Chargor	Bank	Branch	Sort Code	Account No.
Akcros Chemicals Limited	Wells Fargo Bank, National Association	London Branch	[REDACTED]	[REDACTED]
Akcros Chemicals Limited	Wells Fargo Bank, National Association	London Branch	[REDACTED]	[REDACTED]
Akcros Chemicals Limited	Wells Fargo Bank, National Association	London Branch	[REDACTED]	[REDACTED]
Polyadd Limited	Wells Fargo Bank, National Association	London Branch	[REDACTED]	[REDACTED]
Polyadd Limited	Wells Fargo Bank, National Association	London Branch	[REDACTED]	[REDACTED]
Polyadd Limited	Wells Fargo Bank, National Association	London Branch	[REDACTED]	[REDACTED]
Akcros Chemicals Limited	The Royal Bank of Scotland PLC	136, The Centre, Feltham, Middlesex, TW13 4BS	[REDACTED]	[REDACTED]
Akcros Chemicals Limited	The Royal Bank of Scotland PLC	136, The Centre, Feltham, Middlesex, TW13 4BS	[REDACTED]	[REDACTED]

Akcros Chemicals Limited	The Royal Bank of Scotland PLC	136, The Centre, Feltham, Middlesex, TW13 4BS	[REDACTED]	[REDACTED]
Akcros Chemicals Limited	The Royal Bank of Scotland PLC	49 Church Street, Eccles, Manchester, M30 0AF	[REDACTED]	[REDACTED]
Akcros Chemicals Limited	The Royal Bank of Scotland PLC	49 Church Street, Eccles, Manchester, M30 0AF	[REDACTED]	[REDACTED]
Akcros Chemicals Limited	The Royal Bank of Scotland PLC	49 Church Street, Eccles, Manchester, M30 0AF	[REDACTED]	[REDACTED]
Akcros Holdings Limited	National Westminster Bank PLC	49 Church Street, Eccles, Manchester, M30 0AF	[REDACTED]	[REDACTED]

Schedule 5
Specified Intellectual Property

TRADEMARKS					
Owner	Mark	Country	App. No.	Reg. No.	Registration Date
Akros Chemicals Limited	AKCROSTAB	U.S.	79/022972	3283215	8/21/2007
	INTERCIDE	U.S.	73/040146	1056811	1/25/1977
	VULCABOND	U.S.	73/563895	1423493	1/6/1987
		U.K.	UK00002428134	N/A	7/25/2007
	INTERLITE	U.K.	UK00001484598	N/A	6/10/1994
	LANKROFLEX	U.K.	UK0000921686	N/A	2/27/1968
	LANKROMARK	U.K.	UK00001091936	N/A	3/3/1978
	LANKROPLAST	U.K.	UK00001077462	N/A	4/23/1977
	LANKROSTAT	U.K.	UK00001077463	N/A	4/23/1977
	VULCABOND	U.K.	UK00002401545	N/A	2/10/2006
	VERDANOL	U.K.	UK00002528875	N/A	1/22/2010

**Schedule 6
Specified Equipment**

None at the date of this Deed.

Schedule 7 Deed of Accession

THIS DEED OF ACCESSION is dated [●] and made

BETWEEN

- (1) [●] Limited [registered in England with number [●] whose registered office is at [●]] [a corporation organised and existing under the laws of [●] whose principal place of business is at [●]] [of [●]] (the New Chargor);
- (2) Akcros Chemicals Limited registered in England with number [●] for itself and as agent for and on behalf of each of the other Chargors presently party to the Debenture (as defined below) (Company); and
- (3) Wells Fargo Bank, National Association (the UK Security Trustee)

RECITALS

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

IT IS AGREED:

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

references in the Debenture to:

- (a) this Deed and similar phrases shall be deemed to include this Deed;
 - (b) Schedule 2 (*Mortgaged Land*) shall be deemed to include a reference to Part I of the Schedule to this Deed;
 - (c) Schedule 3 (*Shares*) shall be deemed to include a reference to Part II of the Schedule to this Deed;
 - (d) Schedule 4 (*Charged Accounts*) shall be deemed to include a reference to Part III of the Schedule to this Deed;
 - (e) Schedule 5 (*Specified Intellectual Property*) shall be deemed to include a reference to Part IV of the Schedule to this Deed;
 - (f) Schedule 6 (*Specified Equipment*) shall be deemed to include a reference to Part V of the Schedule to this Deed.
- 6 The parties agree that the bank accounts of the New Chargor specified in Part III of the Schedule to this Deed:
- (a) as Other Accounts shall be designated as Other Accounts; and
 - (b) as Blocked Accounts shall be designated as Blocked Accounts,
- for the purposes of the Debenture.
- 7 The Company, for itself and as agent for and on behalf of the other Chargors under the Debenture, agrees and consents to all of the matters provided for in this Deed.
- 8 Without limiting the generality of the other provisions of this Deed and the Debenture, pursuant to the terms of this Deed and the Debenture, the New Chargor as security for the payment and performance of the Secured Liabilities, and in the manner specified in clause 4 (*Nature of Security Created*) of the Debenture:
- (a) charges to the UK Security Trustee by way of legal mortgage all of the Mortgaged Land (if any) now belonging to it brief descriptions of which are specified in Schedule 2 (*Mortgaged Land*) to the Debenture and/or Part I of the Schedule to this Deed;
 - (b) mortgages or (if to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge to the UK Security Trustee all of the Shares (if any) brief descriptions of which are specified in Part II of the Schedule to this Deed (which shall from today's date form part of the Shares for the purposes of the Debenture) and all related Distribution Rights;
 - (c) charges to the UK Security Trustee by way of a fixed charge all of its right, title and interest in and to:
 - (i) the Blocked Account(s) specified in Part III of the Schedule to this Deed; and
 - (ii) all monies standing to the credit of such Blocked Account(s) and the debts represented by them;
 - (a) charges to the UK Security Trustee by way of fixed charge its Intellectual Property Rights (if any) specified in Part IV of the Schedule to this Deed (which shall from today's date

form part of the Specified Intellectual Property of the Chargors for the purposes of the Debenture); and

- (b) mortgages or (if to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge to the UK Security Trustee all of its right, title and interest in and to the Equipment (if any) brief descriptions of which are specified in Part V of the Schedule to this Deed (which shall from today's date form part of the Specified Equipment for the purposes of the Debenture) and all spare parts and replacements for and all modifications and additions to such Specified Equipment.

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

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

SCHEDULE

Part I – Mortgaged Land

[Insert details of any Mortgaged Land owned by the New Chargor]

Part II – Shares

[Insert details of all Shares of the New Chargor]

Part III – Charged Accounts

Blocked Accounts

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

Other Accounts

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

Part IV – Specified Intellectual Property

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

Part V – Specified Equipment

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

SIGNATORIES
[to the Deed of Accession]

The New Chargor

Executed as a deed by)
●LIMITED)
acting by a Director in the presence of:)

Signature of witness:

Name of witness:

Address:

.....

The Company

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

Executed as a deed by)
AKCROS CHEMICALS LIMITED)
acting by a Director in the presence of:)

Signature of witness:

Name of witness:

Address:

.....

The UK Security Trustee

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:

Schedule 8
Forms of Notice to Banks and Acknowledgement

Part I - Other Accounts Notice

[On Headed Notepaper of relevant Chargor]

[Date]

[Bank]

[Branch]

Attention: [•]

Dear Sirs,

- 1 We hereby give you notice that by a debenture dated [•], we have charged to Wells Fargo Bank, National Association (the **UK Security Trustee**) all our rights, title, interest and benefit in and to the following account(s) held with yourselves and all amounts standing to the credit of such account from time to time:

Account No. [•], sort code [•]

Account No. [•], sort code [•]

[Repeat as necessary]

(the **Charged Account(s)**).

- 2 Please acknowledge receipt of this letter by returning a copy of the attached letter on your own headed notepaper with a receipted copy of this notice forthwith, to the UK Security Trustee at 1100 Abernathy Road, Suite 1600, Atlanta, Georgia 30328, Attention: Portfolio Manager – Polymer Additives.

Yours faithfully

.....
for and on behalf of
[the relevant Chargor]

Part II - Other Accounts Acknowledgement

[On the Headed Notepaper of Bank]

[Date]

Wells Fargo Bank, National Association (the UK Security Trustee)
1100 Abernathy Road
Suite 1600
Atlanta
Georgia 30328

Attention: Portfolio Manager – Polymer Additives

Dear Sirs,

[Name of Chargor] (Company)

- 1 We refer to the notice, received today from the Company with respect to the charge which it has granted to you over the Charged Accounts (the **Notice**).
- 2 Terms not defined in this letter shall have the meanings given to them in the Notice.
- 3 We hereby acknowledge that the Company has charged to you all of its rights, title, interest and benefit in and to the Charged Accounts.
- 4 We hereby irrevocably undertake to you that until receipt by us of notice from you confirming that you no longer have any interest in the Charged Accounts we shall:
 - (a) not exercise any right of combination, consolidation, merger or set-off which we may have in respect of, or otherwise exercise any other right which we may have to apply any monies from time to time standing or accruing to the credit of the Charged Accounts save for fees and charges payable to us for the operation of the Charged Accounts;
 - (b) promptly notify you of any renewal, renumbering or redesignation of any and all of the Charged Accounts;
 - (c) upon request from you send to you copies with respect to all the Charged Accounts of all statements together with copies of all credits, debits and notices given or made by us in connection with such account;
 - (d) permit or effect any withdrawal or transfer from the Charged Accounts in accordance with the Chargor's mandate with us until we receive notice from you terminating the Chargor's right to operate the Charged Accounts;
 - (e) comply with all instructions received by us from you from time to time with respect to the conduct of the Charged Accounts provided that such instructions are given in accordance with the terms of this letter;
 - (f) comply with all instructions received by us from you from time to time with respect to the movement of funds from the Charged Accounts provided that:
 - (i) all instructions are received in writing, by facsimile, to us at facsimile number [•],

attention: [•]; and

(ii) all instructions must be received by 2pm if they are to be complied with on the same Business Day. Instructions received outside such hours will be complied with on the next Business Day following such receipt. Facsimile instructions will be deemed received at the time of transmission; and

(iii) to the extent that an instruction is given which would in our opinion cause any Charged Account to become overdrawn we will transfer the cleared balance in the account.

(g) not be obliged to comply with any instructions received from you where:

(i) due to circumstances not within our direct control we are unable to comply with such instructions; and

(ii) that to comply with such instructions will breach a Court Order or be contrary to applicable law;

and in each case we shall give notice thereof to you and the Company as well as reasons why we cannot comply with such instructions; and

(h) in the event that we are unable to comply with any instructions due to circumstances set out in paragraph (g), not be responsible for any loss caused to you or to the Company and in any event we shall not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused).

5 You acknowledge that we are obliged to comply with the terms of this letter and that we have no notice of the particulars of the charge granted to you by the Company other than as set out in the Notice and this letter. You further acknowledge that subject to the terms of this letter we shall not be liable to you in any respect if the Company operates the Charged Accounts in breach of any agreement entered into by the Chargor with you.

6 We are irrevocably authorised by you to follow any instructions received from you in relation to the Charged Accounts from any person that we reasonably believe is an authorised officer of the UK Security Trustee, without further inquiry as to the UK Security Trustee's right or authority to give such instructions and we shall be fully protected in acting in accordance with such instructions.

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

Yours faithfully

We hereby acknowledge and accept the terms of this letter

.....
for and on behalf of
[Bank]

.....
for and on behalf of
Wells Fargo Bank, National Association

Signatories

The Chargors

Executed as a deed by
POLYADD LIMITED
acting by a Director in the presence of:

)
)
)


Signature of witness:

Name of witness:

Address:

.....
Juliett Gullen
3045 Battersea Rd
Miami, FL 33133
.....

Executed as a deed by
AKCROS CHEMICALS LIMITED
acting by a Director in the presence of:

)


Signature of witness:

Name of witness:

Address:

.....
Juliett Gullen
3045 Battersea Rd
Miami, FL 33133
.....

The UK Security Trustee

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 

Name:

LACHARY S. BUCHANAN

Title:

AUTHORIZED SIGNATORY