



**Registration of a Charge**

Company name: **Adare International Limited**

Company number: **01610897**



X6ILYQ6G

Received for Electronic Filing: **06/11/2017**

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**Details of Charge**

Date of creation: **31/10/2017**

Charge code: **0161 0897 0021**

Persons entitled: **HSBC BANK PLC AS SECURITY AGENT FOR THE SECURED PARTIES**

Brief description: **NOT APPLICABLE**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

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

Certified by: **ADDLESHAW GODDARD LLP**



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

Company number: 1610897

Charge code: 0161 0897 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st October 2017 and created by Adare International Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th November 2017 .

Given at Companies House, Cardiff on 8th November 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

*This Stock Pledge Agreement is subject to, and has the benefit of, an Intercreditor Agreement dated July 31, 2017 and made among (i) the Pledgor, (ii) Continuous Stationery Limited, (iii) the Debtors (as defined in the Intercreditor Agreement), (iv) the Security Agent, and (v) HSBC Invoice Finance (UK) Limited, among others.*

## STOCK PLEDGE AGREEMENT

**THIS STOCK PLEDGE AGREEMENT** (as amended, novated, supplemented and/or restated from time to time, this "*Agreement*"), dated as of [31/10], 2017, is by and between **ADARE INTERNATIONAL LIMITED**, a limited company incorporated under the laws of England and Wales (the "*Pledgor*"), and **HSBC BANK PLC**, in its capacity as security agent (in such capacity, the "*Security Agent*") for the Secured Parties (as defined below). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Facilities Agreement (as defined below).

### RECITALS:

A. Reference is made to the Facilities Agreement dated July 31, 2017 (as amended, supplemented, waived or otherwise modified or replaced from time to time, the "*Facilities Agreement*"), among Security Agent, Pledgor, Adare International Holdings Limited, and each of the other parties thereto.

B. The Pledgor is the Borrower under the Facilities Agreement and is directly obligated for the payment when due of all obligations of each Obligor under the Finance Documents.

C. It is a condition to the obligations of the Finance Parties to make Loans under the Facilities Agreement that Pledgor execute and deliver this Agreement.

D. To induce the Security Agent and the Finance Parties to enter into and make the Loans under the Facilities Agreement or provide other extensions of credit and in order to secure the payment and performance by the Obligors of the Secured Obligations, the Pledgor desires to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. **Defined Terms.** (a) All capitalized terms used but not otherwise defined herein (including in the above recitals) shall have the meanings given to them in the Facilities Agreement. In addition, all capitalized terms used herein that are defined in the UCC (as defined herein) and not defined in this Agreement shall have the meanings specified therein; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term shall have the meaning specified in Article 9 of the UCC.

(b) The following terms shall have the following meanings:

**"Agreement"** is defined in the introductory Preamble.

**"Applicable Law"** means any applicable Federal, state, foreign or local law, ordinance, order, regulation, decree, rule or requirement of any governmental agency, instrumentality, board, commission, bureau or other authority having jurisdiction.

**"Capital Stock"** means shares of capital stock (whether denominated as common stock or preferred stock), beneficial, partnership or membership interests or other equivalents (regardless of how described) of or in a corporation, partnership, limited liability company or equivalent entity, whether voting or non-voting, and all securities convertible or exchangeable into any of the foregoing and all warrants, options or other rights to purchase or subscribe for any of the foregoing, whether or not presently convertible, exchangeable or exercisable.

**"Excluded Swap Obligation"** means, with respect to any guarantor of a Swap Obligation, including the grant of a security interest to secure the guaranty of such Swap Obligation, any Swap Obligation if, and to the extent that, such Swap Obligation is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guaranty or grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Swap Obligation or security interest is or becomes illegal.

**"Facilities Agreement"** is defined in the Recitals.

**"Finance Documents"** means "Finance Documents" as defined in the Facilities Agreement, including, this Agreement, and the UCC-1 Financing Statements filed in connection with this Agreement and all of the other certificates, documents, agreements or instruments now or hereafter executed and/or delivered in connection with this Agreement (as each may be amended, modified, extended, consolidated and/or supplemented from time to time).

**"Finance Parties"** has the meaning given to that term in the Facilities Agreement.

**"Guarantors"** has the meaning given to that term in the Facilities Agreement.

**"Governmental Authority (ies)"** means any international, Federal, state, interstate, provincial, local, foreign court or governmental agency, authority, instrumentality, agency, bureau, board, commission, department or regulatory body.

**"Indemnified Liabilities"** is defined in Section 9(c).

**"Indemnified Person"** is defined in Section 9(c).

**"Intercreditor Agreement"** means the Intercreditor Agreement dated July 31, 2017 and made among (i) the Pledgor, (ii) Continuous Stationery Limited, (iii) the Debtors (as defined in the Intercreditor Agreement), (iv) the Security Agent, and (v) HSBC Invoice Finance (UK) Limited, among others.

**"Issuer"** is defined in Section 2(a)(i).

**"Lien"** means any "Security" or "Quasi-Security" as defined in the Facilities Agreement.

**"Loan"** has the meaning given to that term in the Facilities Agreement.

**"Obligors"** has the meaning given to that term in the Facilities Agreement.

**"Person"** means any natural person, corporation, business trust, limited liability company, joint venture, association, company, partnership or government, or any agency or political subdivision thereof.

**"Pledged Collateral"** is defined in Section 2.

**"Pledged Equity"** is defined in Section 2.

**"Pledgor"** is defined in the introductory Preamble.

**"Secured Obligations"** means all the Liabilities (as defined in the Intercreditor Agreement) and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor (as defined in the Intercreditor Agreement), in each case, to any Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity (including all monies covenanted to be paid under this Agreement); provided, however, that in no event shall the Secured Obligations include the Excluded Swap Obligations.

**"Secured Parties"** has the meaning given to that term in the Intercreditor Agreement.

**"Securities Act"** means the United States Securities Act of 1933, as amended.

**"Security Agent"** is defined in the introductory Preamble.

**"Special Damages"** is defined in Section 20.

**"Swap"** shall have the meaning given to that term in section 1a(47) of the Commodity Exchange Act.

**"Swap Obligation"** shall mean, with respect to any Grantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a Swap.

**"UCC"** means the Uniform Commercial Code as in effect from time to time in the State of New York; provided, if the perfection or the effect of perfection or non-perfection of the security interests granted to the Security Agent pursuant to this Agreement is governed by the Uniform Commercial Code as in effect in a jurisdiction of the United States other than New York, "UCC" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions of this Agreement and any financing statement relating to such perfection or effect of perfection or non-perfection. In the event that the UCC is amended after the date hereof, or if any section number of the UCC changes, any terms defined in the UCC and used in this Agreement shall be deemed to be the relevant term as defined in the

UCC as so amended, references in this Agreement to the section of the UCC containing the definition of such term shall be deemed to be references to the new section of the UCC containing the amended definition, and references to other sections of the UCC shall be deemed to be references to the appropriate new section of the UCC.

(c) The definitions in clause (b) of this Section 1 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. References to any party hereto shall be construed so as to include that party's respective successors in title, permitted assigns and permitted transferees. References to provisions of the UCC identified are based on their section numbers in the Official Text of the Uniform Commercial Code (as promulgated by the American Law Institute and the National Conference of Commissioners on Uniform State Laws) and shall be deemed to be references to the corresponding provisions of the Uniform Commercial Code as currently in effect in New York. "Including" and "in particular" shall not be construed restrictively but shall mean respectively "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing". Sections, paragraphs and Schedules shall be construed as references to Sections and paragraphs of, and Schedules to, this Agreement. Any reference to any statute or statutory instrument or any section of it shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force in relation to the particular circumstances. A Default (including an Event of Default) is "**continuing**" for the purposes of the Finance Documents if it has not been remedied or waived.

## Section 2. Pledge.

(a) As continuing security for the payment or performance, as the case may be, in full when due of the Secured Obligations, the Pledgor hereby pledges to the Security Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Security Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of Pledgor's right, title and interest in, to and under all of the following personal property, whether now owned by Pledgor or hereafter acquired and whether now existing or hereafter coming into existence (collectively, the "**Pledged Collateral**");

(i) (A) shares, capital stock, membership interests, partnership interests or other equity interests (collectively, the "**Pledged Equity**") in subsidiaries of the Pledgor organized under the laws of the United States, or any state of the United States or the District of Columbia, including, without limitation, those corporations described on Exhibit A hereto (such subsidiaries, "**Issuers**"), or any warrants to purchase or depositary shares or other rights in respect of any such interests, and (B) all shares of stock, certificates, instruments or other documents evidencing or representing the same;

(ii) present and future payments, proceeds, dividends, distributions, instruments, compensation, property, assets, interests and rights in connection with or related to the collateral listed in sub-clause (a)(i) above, and all monies due or to become due and payable to the Pledgor in connection with or related to such collateral or otherwise paid, issued or distributed from time to time in respect of or in exchange therefor, and any certificate, instrument or other document evidencing or representing the same (including, without limitation, all proceeds of dissolution or liquidation);

(iii) all proceeds of all of the foregoing, of every kind, and all proceeds of such proceeds; and

(iv) all books and records of Pledgor in connection with any of the foregoing.

Except as otherwise expressly provided herein, all of the Pledged Equity now owned by the Pledgor which are presently represented by stock certificates are listed on Exhibit A hereto, which stock certificates, with undated stock powers substantially in the form of Exhibit B hereto duly executed in blank by the Pledgor and irrevocable proxies, shall be delivered to the Security Agent concurrently with the execution of this Agreement. The Pledgor shall notify the Security Agent upon its acquisition of any Pledged Equity not listed on Exhibit A. The Security Agent shall maintain possession and custody of the certificates evidencing Pledged Equity and any additional Pledged Collateral.

Section 3. Representations and Warranties of the Pledgor. The Pledgor represents and warrants to the Security Agent and to each of the other Secured Parties, and covenants with the Security Agent, that:

(a) Pledgor is an organization, of the type, and is organized in the jurisdiction, set forth in Schedule 1 hereto; Schedule 1 hereto sets forth Pledgor's organizational identification number or states that Pledgor has none; Pledgor's exact legal name is that set forth in Schedule 1 hereto and on the signature page hereof; Schedule 1 hereto sets forth Pledgor's jurisdiction of organization and Pledgor's place of business or (if it has more than one place of business) its chief executive office, as well as its mailing address if different and place of UCC filing if Pledgor's jurisdiction of organization is not a jurisdiction that has adopted the UCC or whose laws generally require that information concerning the existence of nonpossessory security interests be made generally available in a filing, recording or registration system as a condition or result of the security interest obtaining priority over the rights of a lien creditor with respect to the applicable collateral;

(b) the Pledgor is the record and beneficial owner of, and has legal title to, the Pledged Collateral, including the Pledged Equity listed on Exhibit A. The Pledged Equity listed on Exhibit A constitutes all shares in the Issuers owned or held by Pledgor. Such shares are and will remain, and all other shares of Capital Stock constituting Pledged Collateral will be, free and clear of all liens and security interests whatsoever, except the Liens and security interests created by this Agreement or permitted under the Facilities Agreement;

(c) the Pledgor has full power, authority and legal right to execute the pledge provided for herein and to pledge its Pledged Collateral and any additional Pledged Collateral to the Security Agent, for the benefit of the Security Agent and the other Secured Parties;

(d) this Agreement has been duly authorized, executed and delivered by the Pledgor and constitutes a legal, valid and binding obligation of the Pledgor enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, moratorium, reorganization and other similar laws affecting the enforcement

of creditors' rights generally;

(e) there are no outstanding options, warrants or other agreements with respect to the Pledged Equity;

(f) the Pledged Equity has been, and all additional Pledged Collateral constituting Capital Stock will be, to the actual knowledge of the Pledgor, duly and validly authorized and issued, and are or will be, to the actual knowledge of the Pledgor, fully paid and non-assessable and the Pledged Equity of the Issuers listed on Exhibit A constitute the percentage of the issued and outstanding Capital Stock of such Issuers shown on Exhibit A;

(g) no consent, approval or authorization of or designation or filing with any Governmental Authority on the part of the Pledgor is required in connection with the pledge and security interest granted under this Agreement, or the exercise by the Security Agent of the voting and other rights provided for in this Agreement;

(h) the execution, delivery and performance of this Agreement by the Pledgor will not violate any provision of any Applicable Law or regulation or of any order, judgment, writ, award or decree of any court, arbitrator or Governmental Authority, domestic or foreign, or of the certificate of incorporation or other constitutive documents or by-laws of any Obligor or of any securities issued by the Issuers of the Pledged Equity or of any mortgage, indenture, lease, contract, or other agreement, instrument or undertaking to which any Obligor is a party or which purports to be binding upon any Obligor or upon any of their respective assets, and will not result in the creation or imposition of any Lien, charge or encumbrance on or security interest in any of the assets of any Obligor except as contemplated by this Agreement; and

(i) upon delivery to the Security Agent in the State of New York of all of the stock certificates representing the Pledged Equity together with stock powers duly executed in blank, the pledge, assignment and delivery to the Security Agent of the Pledged Equity pursuant to this Agreement will create a valid lien on and a perfected security interest in the Pledged Equity and the proceeds thereof in favor of the Security Agent, for the benefit of the Security Agent and the Secured Parties, subject to no prior Lien or security interest other than to the extent permitted under the Facilities Agreement or to any agreement purporting to grant to any third party a security interest in the property or assets of the Pledgor which would include the Pledged Equity. The Pledgor covenants and agrees that it will defend the Security Agent's right, title and security interest in and to the Pledged Equity and the proceeds thereof against the claims and demands of all persons whomsoever.

Section 4. Stock Dividends, Distributions, Additional Shares, etc. If, while this Agreement is in effect, the Pledgor shall become entitled to receive or shall receive any stock certificate (including, without limitation, any certificate representing a stock dividend or a stock distribution in connection with any reclassification, increase or reduction of capital, or issued in connection with any reorganization, merger or consolidation), or any options or rights, or otherwise acquires or holds any additional shares or stock certificates, in each case issued by an Issuer, whether as an addition to, in substitution for, or in exchange for any of the Pledged



Equity, or otherwise, the Pledgor agrees to accept the same as the Security Agent's agent and to hold the same in trust for the Security Agent, and, except as otherwise provided herein, to deliver the same promptly to the Security Agent in the exact form received, with the endorsement of the Pledgor when necessary and/or appropriate undated stock powers duly executed in blank, to be held by the Security Agent, subject to the terms hereof, as additional Pledged Collateral. In case any distribution of capital shall be made on or in respect of the Pledged Equity or any property shall be distributed upon or with respect to the Pledged Equity pursuant to the recapitalization or reclassification of the Capital Stock of the issuer thereof or pursuant to the reorganization thereof, the property so distributed shall be delivered promptly to the Security Agent, except as otherwise provided herein, to be held by it as additional Pledged Collateral. Except as provided in subsection 5(a)(ii) below, all sums of money and property so paid or distributed in respect of the Pledged Equity which are received by the Pledgor shall, until paid or delivered to the Security Agent, be held by the Pledgor in trust as additional Pledged Collateral.

Section 5. Administration of Security. The following provisions shall govern the administration of the Pledged Equity:

(a) So long as no Event of Default has occurred and is continuing, the Pledgor shall be entitled (subject to the other provisions hereof, including, without limitation, Section 8 below):

(i) to vote or consent with respect to the Pledged Equity in any manner not inconsistent with this Agreement, the Facilities Agreement and the other Finance Documents referred to therein, provided that it shall not vote or give any consent in any manner which would reasonably be expected to have the effect of materially impairing the value of any of the Pledged Collateral or the Security Agent's or the other Secured Parties' interests therein; and

(ii) to receive cash dividends or other distributions made in respect of the Pledged Equity, to the extent permitted to be paid pursuant to the Facilities Agreement.

The Pledgor hereby grants to the Security Agent or its nominee, on behalf of the Security Agent, an irrevocable proxy to exercise all voting and corporate rights relating to the Pledged Equity in any instance, including, without limitation, to approve any merger involving any Subsidiary as a constituent corporation, which proxy shall only be exercisable upon the occurrence of an Event of Default which is continuing. After the occurrence of an Event of Default which is continuing and upon the request of the Security Agent, the Pledgor agrees to deliver to the Security Agent such further evidence of such irrevocable proxy or such further irrevocable proxies to vote the Pledged Equity as the Security Agent may request.

(b) Upon the occurrence an Event of Default which is continuing, in the event that the Pledgor, as record and beneficial owner of any of the Pledged Equity, shall have received or shall have become entitled to receive, any cash dividends or other distributions in the ordinary course, at the request of the Security Agent the Pledgor shall deliver to the Security Agent, and the Security Agent shall be entitled to receive and retain, all such cash or other distributions as additional Pledged Collateral.

(c) Subject to any sale or other disposition by the Security Agent of the Pledged Equity or other property in accordance with the terms of this Agreement, the Pledged Equity and any other Pledged Collateral shall be delivered to the Pledgor upon indefeasible full payment in cash, satisfaction and termination of all of the Secured Obligations and the termination of the Lien and security interest hereby granted pursuant to Section 14 hereof.

Section 6. Rights of Security Agent. The Security Agent shall not be liable for failure to collect or realize upon the Secured Obligations or any collateral security or guaranty therefor, or any part thereof, or for any delay in so doing, nor shall the Security Agent be under any obligation to take any action whatsoever with regard thereto. Any or all of the Pledged Equity held by the Security Agent hereunder may, if an Event of Default has occurred and is continuing, be registered in the name of the Security Agent or its nominee and the Security Agent or its nominee may thereafter without notice exercise all voting and corporate rights at any meeting with respect to the Issuers of the Pledged Equity and exercise any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any of the Pledged Equity as if it were the absolute owner thereof, including, without limitation, the right to vote in favor of, and to exchange at its discretion any and all of the Pledged Equity upon, the merger, consolidation, reorganization, recapitalization or other readjustment with respect to the issuers of the Pledged Equity or upon the exercise by the Pledgor or the Security Agent of any right, privilege or option pertaining to any of the Pledged Equity, and in connection therewith, to deposit and deliver any and all of the Pledged Equity with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Security Agent may determine, all without liability except to account for property actually received by the Security Agent, but the Security Agent shall have no duty to exercise any of the aforesaid rights, privileges or options and shall not be responsible for any failure to do so or delay in so doing.

Section 7. Remedies. Upon the occurrence of an Event of Default which is continuing, the Security Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Pledged Collateral, or any part thereof, and/or may forthwith sell, assign, give an option or options to purchase, contract to sell or otherwise dispose of (including the disposition by merger) and deliver said Pledged Collateral, or any part thereof, in one or more portions at public or private sale or sales or transactions, at any exchange, broker's board or at any of the Security Agent's offices or elsewhere upon such terms and conditions as the Security Agent may deem advisable and at such prices as it may determine, for any combination of cash and/or securities or other property or on credit or for future delivery without assumption of any credit risk, with the right of the Security Agent or any Lender upon any such sale or sales, public or private, to purchase the whole or any part of said Pledged Collateral so sold, free of any right or equity of redemption in the Pledgor, which right or equity is hereby expressly waived or released. The Security Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization, sale or disposition, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the safekeeping of any and all of the Pledged Collateral or in any way relating to the rights of the Security Agent hereunder, including reasonable attorneys' fees and legal expenses, to the payment, in whole or in part, of the Secured Obligations in accordance with the Intercreditor Agreement. Only after so paying over such net proceeds and after the payment by the Security

Agent of any other amount required by any provision of Applicable Law need the Security Agent account for the surplus, if any, to the Pledgor. The Obligors or any member of the Group shall remain liable for any deficiency remaining unpaid after such application pursuant to the Intercreditor Agreement. The Security Agent need not give more than 10 days' written notice of the time and place of any public sale or of the time after which a private sale or other intended disposition is to take place and that such notice is reasonable notification of such matters. No notification need be given to the Pledgor if the Pledgor has signed, after the occurrence of an Event of Default which is continuing, a statement renouncing or modifying any right to notification of sale or other intended disposition. In addition to the rights and remedies granted to the Security Agent in this Agreement and in any other instrument or agreement securing, evidencing or relating to any of the Secured Obligations, the Security Agent shall have all the rights and remedies of a secured party under the UCC and under any other Applicable Law.

**Section 8. No Disposition, etc.** Without the prior written consent of the Security Agent, the Pledgor will not assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Pledged Equity or any other Pledged Collateral except as expressly permitted under the Facilities Agreement and will not create, incur or permit to exist any Lien or security interest with respect to any of the Pledged Equity, any other Pledged Collateral or any interest therein, or any proceeds thereof, except for the lien and security interest provided for by this Agreement or as permitted under the Facilities Agreement. Except as permitted by the Facilities Agreement, the Pledgor will not vote to enable or permit any of the Issuers to (a) issue any stock or other securities of any nature in addition to or in exchange or substitution for the Pledged Equity or (b) dissolve, liquidate, retire any of its Capital Stock, reduce its capital or merge or consolidate with any other Person.

**Section 9. Sale of Pledged Equity.**

(a) The Pledgor recognizes that, after the occurrence of an Event of Default which is continuing, the Security Agent may be unable to effect a public sale or disposition (including, without limitation, any disposition in connection with a merger of an Issuer) of any or all the Pledged Collateral by reason of certain prohibitions contained in the Securities Act, and Applicable Law, but may be compelled to resort, and agrees that the Security Agent may resort, to one or more private sales or dispositions thereof to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. The Pledgor acknowledges and agrees that any such private sale or disposition may result in prices and other terms (including the terms of any securities or other property received in connection therewith) less favorable to the seller than if such sale or disposition were a public sale or disposition and, notwithstanding such circumstances, agrees that any such private sale or disposition shall be deemed to be reasonable and effected in a commercially reasonable manner. The Security Agent shall be under no obligation to delay a sale or disposition of any of the Pledged Collateral in order to permit any Obligor to register such securities for public sale under the Securities Act, or under Applicable Law, even if the Obligor or the applicable Issuer would agree to do so.

(b) The Pledgor shall do or cause to be done all such other acts and things as may be necessary to make such sale or sales or dispositions of any portion or all of the Pledged Collateral valid and binding and in compliance with any and all Applicable Laws, regulations, orders, writs, injunctions, decrees or awards of any and all courts, arbitrators or governmental

instrumentalities, domestic or foreign, having jurisdiction over any such sale or sales or dispositions, all at the Pledgor's expense. A breach of any of the covenants contained in Sections 4, 5(b), 8, 9 or 10 hereof will cause irreparable injury to the Security Agent and the Secured Parties, that the Security Agent and Secured Parties have no adequate remedy at law in respect of such breach and, as a consequence, agrees, without limiting the right of the Security Agent to seek and obtain specific performance of the obligations of the Pledgor contained in this Agreement, that each and every covenant referenced above shall be specifically enforceable against the Pledgor, and the Pledgor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Default or Event of Default has occurred and is continuing.

(c) In addition to other indemnification obligations under the Finance Documents, the Pledgor shall indemnify and hold harmless the Security Agent and Secured Parties, and each of their officers, directors, employees, agents and attorneys, and any Person in control of any thereof (each an "*Indemnified Person*"), from and against any loss, liability, claim, damage and expense, including, without limitation, reasonable counsel fees (collectively called the "*Indemnified Liabilities*"), under federal and state securities laws or otherwise insofar as such loss, liability, claim, damage or expense:

(i) arises out of or is based upon any untrue statement or alleged untrue statement of a material fact made by any of the Obligors and contained in any registration statement, prospectus or offering memorandum or in any preliminary prospectus or preliminary offering memorandum or in any amendment or supplement to any of the foregoing or in any other writing prepared in connection with the offer, sale or resale of all or any portion of the Pledged Collateral unless such untrue statement of material fact was provided by the Indemnified Person specifically for inclusion therein; or

(ii) arises out of or is based upon any omission or alleged omission to state therein a material fact required to be stated or necessary to make the statements therein not misleading;

such indemnification to remain operative regardless of any investigation made by or on behalf of the Indemnified Person or any successor thereof, or any Person in control of any thereof. In connection with a public sale or other distribution, the Pledgor will provide customary indemnification to any underwriters, their respective successors and assigns, their respective officers and directors and each Person who controls any such underwriter (within the meaning of the Securities Act). If and to the extent that the foregoing undertakings in this Section 9(c) may be unenforceable for any reason, the Pledgor agrees to make maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under Applicable Law. The obligations of the Pledgor under this Section 9(c) shall survive any termination of this Agreement.

(d) The Pledgor further agrees to waive any and all rights of subrogation it may have against an Obligor upon the sale or sales or dispositions of any portion or all of the Pledged Collateral until all of the Secured Obligations (other than surviving contingent obligations) have been paid in full.

Section 10. Further Assurances. The Pledgor agrees that at any time and from time to

time, upon the written request of the Security Agent, the Pledgor will execute and deliver all stock powers, financing statements and such further documents and do such further acts and things as the Security Agent may reasonably request consistent with the provisions hereof in order to effect the purposes of this Agreement.

Section 11. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 12. No Waiver; Cumulative Remedies. The Security Agent shall not by any act, delay, omission or otherwise be deemed to have waived any of its remedies on behalf of the Secured Parties hereunder, and no waiver by the Security Agent shall be valid unless in writing and signed by the Security Agent and then only to the extent therein set forth. A waiver by the Security Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Security Agent would otherwise have on any further occasion. No course of dealing between the Pledgor and the Security Agent and no failure to exercise, nor any delay in exercising on the part of the Security Agent of any right, power or privilege hereunder or under the Finance Documents shall impair such right or remedy or operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided by Applicable Law.

Section 13. Successors. This Agreement and all obligations of the Pledgor hereunder shall be binding upon its successors and assigns, and shall, together with the rights and remedies of Security Agent hereunder, inure to the benefit of the Security Agent on behalf of the Secured Parties and its successors and assigns, except that the Pledgor shall not have any right to assign its obligations under this Agreement or any interest herein without the prior written consent of the Security Agent.

Section 14. Termination. This Agreement and the liens and security interests granted hereunder shall terminate upon the earlier of (a) the indefeasible full and complete performance and satisfaction of the Secured Obligations (other than contingent indemnification obligations), and (b) the sale, assignment, conveyance or other disposition of the Pledged Equity, or the release of Pledgor's guarantee of the Secured Obligations, in each case in accordance with the Finance Documents, and promptly thereafter, the Security Agent shall surrender the certificates evidencing the Pledged Equity to the Pledgor or its agents or representatives.

Section 15. Possession of Pledged Collateral. Beyond the exercise of reasonable care to assure the safe custody of the Pledged Collateral in the physical possession of the Security Agent pursuant hereto, neither the Security Agent nor any nominee of the Security Agent shall have any duty or liability to collect any sums due in respect thereof or to protect, preserve or exercise any rights pertaining thereto, and shall be relieved of all responsibility for the Pledged Collateral upon surrendering them to the Pledgor.

Section 16. Survival of Representations. All representations and warranties of the

Pledgor contained in this Agreement shall survive the execution and delivery of this Agreement.

Section 17. Intentionally Omitted.

Section 18. Security Agent Appointed Attorney-In-Fact. In addition to any other appointments under the Finance Documents, the Pledgor hereby irrevocably appoints the Security Agent as the Pledgor's attorney-in-fact, effective upon the occurrence of an Event of Default which is continuing, with full authority in the place and stead of the Pledgor and in the name of the Pledgor or otherwise, from time to time in the Security Agent's discretion, to take any action and to execute any instrument necessary to accomplish the purposes of this Agreement, including, without limitation, to receive, endorse and collect all instruments made payable to the Pledgor representing any dividend, interest payment or other distribution in respect of the Pledged Collateral or any part thereof and to give full discharge for the same, when and to the extent permitted by this Agreement.

Section 19. Notices. Each of the Pledgor and the Security Agent acknowledges that Clause 34 (*Notices*) of the Facilities Agreement applies to this Agreement.

Section 20. Consent to Jurisdiction and Service of Process. WITH RESPECT TO ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PLEDGOR SHALL AND HEREBY DOES SUBMIT TO THE NON EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN NEW YORK COUNTY, IN THE STATE OF NEW YORK (AND ANY APPELLATE COURTS TAKING APPEALS THEREFROM). THE PLEDGOR HEREBY WAIVES AND AGREES NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, (A) THAT IT IS NOT SUBJECT TO SUCH JURISDICTION OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN THOSE COURTS OR THAT THIS AGREEMENT OR ANY OF THE OTHER FINANCE DOCUMENTS MAY NOT BE ENFORCED IN OR BY THOSE COURTS OR THAT IT IS EXEMPT OR IMMUNE FROM EXECUTION, (B) THAT THE ACTION, SUIT OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, OR (C) THAT THE VENUE OF THE ACTION, SUIT OR PROCEEDING IS IMPROPER. IN THE EVENT ANY SUCH ACTION, SUIT, PROCEEDING OR LITIGATION IS COMMENCED, THE PLEDGOR AGREES THAT SERVICE OF PROCESS MAY BE MADE, AND PERSONAL JURISDICTION OVER THE PLEDGOR OBTAINED, BY SERVICE OF A COPY OF THE SUMMONS, COMPLAINT AND OTHER PLEADINGS REQUIRED TO COMMENCE SUCH LITIGATION UPON THE PLEDGOR AT THE ADDRESS OF THE PLEDGOR AND TO THE ATTENTION OF SUCH PERSON AS SET FORTH IN SECTION 19.

No claim may be made by the Pledgor against the Security Agent, its affiliates and its directors, officers, employees, or attorneys for any special, indirect or consequential damages ("*Special Damages*") in respect of any breach or wrongful conduct (whether the claim therefor is based on contract, tort or duty imposed by law) in connection with, arising out of, or in any way related to the transactions contemplated or relationship established by this Agreement, or any act, omission or event occurring in connection herewith or therewith; and to the fullest extent permitted by law the Pledgor hereby waives, releases and agrees not to sue upon any such claim for Special Damages, whether or not accrued and whether or not known or suspected to exist in



its favor.

Section 21. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER FINANCE DOCUMENTS AND AGREES THAT ANY SUCH LITIGATION SHALL BE TRIED ONLY BY A COURT AND NOT A JURY. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER FINANCE DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 22. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF SAID STATE).

Section 24. Changes in Writing. This Agreement may be amended only as provided in Section 38 of the Facilities Agreement, and then only to the extent specifically set forth in such writing.

Section 25. Headings. Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

Section 26. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Signatures delivered by electronic methods shall have the same effect as signatures delivered in person.

Section 27. Security document; Intercreditor Agreement.

(a) It is expressly acknowledged and agreed to by the parties hereto that this Agreement is a "Finance Document" under and as defined in the Facilities Agreement.

(b) Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Security Agent pursuant to this Agreement and the exercise of any right or remedy by the Security Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

Section 28. Third Party Beneficiaries.

Each of the Secured Parties (other than the Security Agent) is a third party beneficiary of this Agreement to the extent that indemnities or other rights, claims or privileges of such Secured Parties are expressly provided for in this Agreement. There are no other third party beneficiaries of this Agreement.

Section 29. Acknowledgment and Consent to Bail-In of EEA Financial Institutions.

29.1. Notwithstanding anything to the contrary in any Finance Document or in any other agreement, arrangement or understanding among any of the parties thereto, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Finance Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Finance Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

29.2 In this Section 29, the following terms have the meanings given to them below:

(c) “**Bail-In Action**” means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

(d) “**Bail-In Legislation**” means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

(e) “**EEA Financial Institution**” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA



Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent;

(f) **“EEA Member Country”** means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

(g) **“EEA Resolution Authority”** means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

(h) **“EU Bail-In Legislation Schedule”** means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

(i) **“Write-Down and Conversion Powers”** means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

*Signature page follows*

IN WITNESS WHEREOF, the parties hereto have caused this Stock Pledge Agreement to be duly executed and delivered as of the day and year first above written.

**PLEDGOR:**

**ADARE INTERNATIONAL LIMITED**

Executed as a deed by )  
**Adare International Limited** )  
acting by a director in the presence of )

Director

Signature of witness:

Name:

Address:

**SECURITY AGENT:**

**HSBC BANK PLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Stock Pledge Agreement to be duly executed and delivered as of the day and year first above written.

**PLEDGOR:**

**ADARE INTERNATIONAL LIMITED**

Executed as a deed by )  
**Adare International Limited** )  
acting by a director in the presence of ) Director

Signature of witness: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**SECURITY AGENT:**

**HSBC BANK PLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



### ACKNOWLEDGMENT

The undersigned hereby (a) acknowledges receipt of a copy of the foregoing Stock Pledge Agreement (the "*Pledge Agreement*"), (b) waives any rights or requirement at any time hereafter to receive a copy of such Pledge Agreement in connection with the registration of any Pledged Equity or any other Pledged Collateral (as such terms are defined therein) in the name of the Security Agent or its nominee or the exercise of voting rights by the Security Agent, and (c) agrees promptly to note on its books and records the grant of the security interest in the stock of the undersigned as provided in such Pledge Agreement, including the following legend:

PURSUANT TO THAT CERTAIN STOCK PLEDGE AGREEMENT DATED AS OF [\_\_\_\_], 2017 (AS FROM TIME TO TIME AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED), ADARE INTERNATIONAL LIMITED HAS, UNDER THE CIRCUMSTANCES SPECIFIED IN SUCH PLEDGE AGREEMENT, EMPOWERED HSBC BANK PLC, IN ITS CAPACITY AS SECURITY AGENT, TO VOTE THE SHARES REPRESENTED BY THIS CERTIFICATE PURSUANT TO SUCH STOCK PLEDGE AGREEMENT.

Dated: [\_\_\_\_], 2017

**ADARE INTERNATIONAL INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Signature Page to Acknowledgment to Stock Pledge Agreement*

*Error! Unknown document property name.*

**SCHEDULE 1**  
to Stock Pledge Agreement

<b>Exact Name of Pledgor:</b>	Adare International Limited
<b>Pledgor is an organization:</b>	Pledgor is a limited company Pledgor is organized under the laws of England Pledgor's organizational identification number: 01610897
<b>Chief Executive Office:</b>	Lilly House, Priestley Road, Basingstoke, England RG24 9LZ
<b>Mailing address of Pledgor:</b>	Lilly House, Priestley Road, Basingstoke, England RG24 9LZ

**Exhibit A**  
to Stock Pledge Agreement

<b>Issuer of Stock</b>	<b>Class of Stock</b>	<b>Certificate Numbers</b>	<b>Number of Shares</b>	<b>Percentage of total shares</b>
Adare International Inc.	Common Stock	C-2	1,000	100%

**Exhibit B**  
to Stock Pledge Agreement

**STOCK POWER**

FOR VALUE RECEIVED, the undersigned, **ADARE INTERNATIONAL LIMITED**, a limited company organized under the laws of England ("*Grantor*"), does hereby sell, assign and transfer to \_\_\_\_\_ \* all of its Equity Interests (as hereinafter defined) represented by Certificate No(s) \_\_\_\_\_ in \_\_\_\_\_, a Delaware corporation ("*Issuer*") standing in the name of Grantor on the books of said Issuer. Grantor does hereby irrevocably constitute and appoint \_\_\_\_\_, as attorney, to transfer the Equity Interests in said Issuer with full power of substitution in the premises. The term "Equity Interest" means any security, share, unit, partnership interest, membership interest, ownership interest, equity interest, option, warrant, participation, "equity security" (as such term is defined in Rule 3(a)11-1 of the General Rules and Regulations of the Securities Exchange Act of 1934, as amended, or any similar statute then in effect, promulgated by the Securities and Exchange Commission and any successor thereto) or analogous interest (regardless of how designated) of or in a corporation, partnership, limited partnership, limited liability company, business trust or other entity, of whatever nature, type, series or class, whether voting or nonvoting, certificated or uncertificated, common or preferred, and all rights and privileges incident thereto.

Dated: \_\_\_\_\_ \*

**GRANTOR:**

**ADARE INTERNATIONAL LIMITED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\*To Remain Blank