

MR01

Particulars of a charge

004254 £13 V



A fee is payable with this form
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☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR02



LD6 09/10/2015 #81
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 01811296

Company name in full PROFINE UK LTD

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 06/10/2015

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Commerzbank Aktiengesellschaft, Filiale Luxemburg,
25 Rue Edward Steichen, L-2540 Luxembourg, as Security Trustee

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

^① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Clifford Chance Deutschland LLP* X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Adéla Hardmeyer 41-40515878

Company name Clifford Chance Deutschland LLP

Address Mainzer Landstraße 46

Post town Frankfurt am Main

County/Region Frankfurt

Postcode 6 0 3 2 5

Country Germany

DX

Telephone +49 69 71 99 3107



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1811296

Charge code. 0181 1296 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th October 2015 and created by PROFINE UK LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th October 2015

Given at Companies House, Cardiff on 14th October 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

DATED 6 OCTOBER 2015

PROFINE UK LTD.
AS CHARGOR
IN FAVOUR OF
COMMERZBANK AKTIENGESELLSCHAFT, FILIALE LUXEMBURG
AS SECURITY TRUSTEE

DEBENTURE

We hereby certify that,
save for material redacted pursuant to s.859G of the Companies Act 2006,
this is a true copy of the original.

Date 8 October 2015

Signed Clifford Chance Deutschland LLP
Clifford Chance
Mainzer Landstraße 46
60325 Frankfurt am Main, Frankfurt, Germany

CONTENTS

Clause	Page
1 Definitions and Interpretation	3
2. Covenant to Pay	8
3. Common Provisions	9
4 Fixed Security.	9
5. Floating Charge	11
6. Provisions as to Security and Perfection	12
7 Further Assurance	14
8. Shares and Investments	15
9. Accounts	17
10 Monetary Claims	18
11 Insurances	18
12. Real Property.	19
13. Enforcement of Security.	20
14 Extension of Powers and Right of Appropriation	20
15. Appointment of Receiver	22
16 Powers of Receivers.	23
17. Application of Proceeds	23
18. Protection of Purchasers.	24
19. Power of Attorney	24
20. Effectiveness of Security.	25
21. Prior Security Interests	28
22. Subsequent Security Interests.....	28
23. Suspense Accounts	28
24. Release of Security	29
25. Set-Off.....	29
26. Assignment.....	30
27. Notices.....	30
28. Delegation	30
29 Governing Law.	31
30. Jurisdiction	31
Schedule 1 Mortgaged Property.....	32
Schedule 2 Shares and investments	33
Schedule 3 Intellectual Property	34

Schedule 4 Insurance Policies.....	35
Schedule 5 Accounts.....	36
Schedule 6 Form of Notice of Security to Account Bank	37
Schedule 7 Form of Notice of Insurance	39

THIS DEBENTURE is made by way of deed on 6 October 2015

BY

- (1) **PROFINE UK LTD.** (registered in England and Wales with company registration number 01811296) (the "**Chargor**") in favour of
- (2) **COMMERZBANK AKTIENGESELLSCHAFT, FILIALE LUXEMBURG** as trustee for each of the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "**Security Trustee**").

IT IS AGREED as follows.

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture.

"**Acceleration Event**" means an Event of Default which is continuing and for which a notice of acceleration has been given by the Agent in writing

"**Account**" means each of the accounts listed in Schedule 5 (*Accounts*) and each further account opened or maintained by the Chargor in England and Wales with the Security Trustee, any bank, building society, financial institution or other similar person (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby.

"**Administration Event**" means:

- (a) the presentation of an application to the court for the making of an administration order in relation to the Chargor which is not being contested in good faith and is not dismissed or withdrawn within 14 days of presentation, or
- (b) the giving of written notice by any person (who is entitled to do so) of its intention to appoint an administrator of the Chargor or the filing of such a notice with the court.

"**Charged Assets**" means all of the assets and undertaking of the Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Security Trustee by or pursuant to this Debenture.

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

"**Fixed Security**" means any mortgage, fixed charge or assignment expressed to be created by or pursuant to Clause 4 (*Fixed Security*) of this Debenture.

"**Insurance Policy**" means each policy of insurance specified in Schedule 4 (*Insurance Policies*) and any policy of insurance which is subject to English law (excluding third party liability insurance and any other insurance where the

beneficiary is not the Chargor) in which the Chargor may from time to time have an interest (as amended or supplemented) (in each case to the extent of its interest).

"Intellectual Property" means the intellectual property specified in Schedule 3 (*Intellectual Property*) and any patents, trade marks, service marks, designs, business and trade names, copyrights, database rights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and the benefit of all applications and rights to use such assets in which the Chargor from time to time has an interest

"Intercreditor Agreement" means the intercreditor agreement originally dated 12 October 2007 and made between, inter alia, HT Troplast GmbH (being the legal successor of PVC (Germany) Acquisitions GmbH, certain other members of the Group, Commerzbank Aktiengesellschaft, Filiale Luxemburg (as legal successor of Dresdner Bank AG, Niederlassung Luxemburg) as Security Trustee, Commerzbank Aktiengesellschaft, Filiale Luxemburg (as legal successor of Dresdner Bank AG, Niederlassung Luxemburg) (subsequently succeeded by Commerzbank International S.A.) as senior agent, Commerzbank Aktiengesellschaft (as legal successor of Dresdner Kleinwort – The Investment Banking Division of Dresdner Bank AG) as senior arranger, certain Hedge Counterparties and certain others

"Investments" means the securities specified in Schedule 2 (*Shares and Investments*) and any:

- (a) stocks, shares, debentures, securities and certificates of deposit and other instruments creating or acknowledging indebtedness, including alternative finance investment bonds (but not including the Shares);
- (b) interests in collective investment schemes, in whatever form or jurisdiction any such scheme is established, including partnership interests,
- (c) warrants and other instruments entitling the holder to subscribe for or acquire any investments described in paragraphs (a) or (b) above;
- (d) certificates and other instruments conferring contractual or property rights (other than options) in respect of the investments in paragraphs (a), (b) or (c) above, and
- (e) options to acquire any investments described in paragraphs (a), (b), (c) or (d) above,

in each case whether held directly by or to the order of the Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on its behalf (including all rights against any such trustee, nominee, custodian, fiduciary or clearance system including, without limitation, any contractual rights or any right to delivery of all or any part of such investments from time to time)

"Material Consents" means the consents, approvals and waivers necessary to remove any restriction on the creation of Security to enable the Material Contracts to be the subject of the relevant Fixed Security pursuant to this Debenture.

"Material Contracts" means any contract of the Chargor where gross revenue (calculated per annum) under such contract accounts for an amount equal to or in excess of 7.5% of the Total Revenue of the Chargor.

"Monetary Claims" means any book and other debts and monetary claims owing to the Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor).

"Mortgaged Property" means the interest of the Chargor in freehold and leasehold property specified in Schedule 1 (*Mortgaged Property*)

"Notice of Assignment" means a notice of assignment in substantially the form set out in Schedule 6 (*Form of Notice of Security to Account Bank*) and Schedule 7 (*Form of Notice of Insurance*) or in such form as the Security Trustee and the Chargor may agree.

"Notice of Charge" means a notice of charge in substantially the form set out in Schedule 6 (*Form of Notice of Security to Account Bank*) or in such form as the Security Trustee and the Chargor may agree

"Real Property" means (including as provided in Clause 1.5 (*Real Property*)) and any present or future freehold or leasehold or immovable property located in England and Wales and any other interest in land or buildings and any rights relating thereto in which the Chargor has an interest but excluding any interest of the Chargor in the property at Plot B101, Lancaster Road, Fradley Park Lichfield which arises under the agreement for lease in respect of Plot B101, Lancaster Road, Fradley Park Lichfield dated 23 December 2005 entered into between Fradley Park Limited, the Chargor and HT Troplast GmbH.

"Receiver" means a receiver, receiver and manager or, where permitted by law, an administrative receiver and that term will include any appointee made under a joint or several appointment.

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

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

"Secured Obligations" means, any and all obligations (present and future, actual and contingent whether as principal or surety or in some other capacity) which are (or are expressed to be) or become owing by the Obligors (or any of them) to the Secured

Parties or any of them under or in connection with the Finance Documents (including, but not limited to any obligations owed to the Security Trustee under Clause 18.5 (*Parallel Debt (Covenant to pay the Security Trustee)*) of the Intercreditor Agreement (but excluding any obligations arising in respect of the Warrant or the Shortfall Fee) which are (or are expressed to be) or become owing by the Obligors (or any of them) to the Secured Parties. The Secured Obligations shall include any obligations based on unjust enrichment or tort.

"Secured Parties" has the meaning given to such term in the Intercreditor Agreement

"Security Period" means the period beginning on the date of this Debenture and ending on the date on which the Security Trustee is satisfied (acting reasonably) that the Secured Obligations have been irrevocably and unconditionally paid or discharged in full and no Secured Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other person under any of the Finance Documents.

"Senior Facilities Agreement" means a senior facilities agreement dated 12 October 2007 (as most recently amended pursuant to an amendment agreement dated 10 July 2015) entered into between, among others, HT Troplast GmbH (being the universal legal successor of PVC (Germany) Acquisitions GmbH) (as company, original borrower and original guarantor), certain of its subsidiaries as guarantors, Commerzbank Aktiengesellschaft, Filiale Luxemburg (being the universal legal successor of Dresdner Bank AG, Niederlassung Luxemburg) (as security trustee), Commerzbank International S.A. (as successor agent to Commerzbank Aktiengesellschaft, Filiale Luxemburg) (as agent) and Commerzbank Aktiengesellschaft, London Branch (being the universal legal successor of Dresdner Bank AG, London Branch) (as issuing bank and lender)

"Shares" means any of the shares, debentures and other securities listed in Schedule 2 (*Shares and Investments*) and all of the Chargor's other present and future shares in the capital of any subsidiary of the Chargor incorporated under the laws of England and Wales from time to time held by, to the order, or on behalf, of the Chargor.

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels located in England and Wales (excluding any for the time being forming part of the Chargor's stock in trade or work in progress)

"Total Revenue" means the total gross revenue per annum of the Chargor.

1.2 Terms defined in other Finance Documents

Unless defined in this Debenture, or the context otherwise requires, a term defined in the Senior Facilities Agreement or in any other Finance Document has the same meaning when used in this Debenture, or any notice given under or in connection with this Debenture

1.3 Construction

- (a) Unless a contrary indication appears a reference in this Debenture to:
- (i) A **"Finance Party"**, any **"Chargor"**, any **"Party"**, any **"Secured Party"**, the **"Security Trustee"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Trustee, any person for the time being appointed as Security Trustee or Security Trustees in accordance with the Finance Documents;
 - (ii) **"assets"** includes present and future properties, revenues and rights of every description;
 - (iii) a **"Finance Document"** or a **"Transaction Document"** or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended, replaced or restated (in each case, however fundamentally);
 - (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 any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (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 but if not having the force of law, which is generally complied with by those to whom it is addressed) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation,
 - (vii) a **"successor"** includes an assignee or successor in title of any party and any person who under the laws of its jurisdiction of incorporation or domicile has assumed the rights and obligations of any party under this Debenture or any other Finance Document or to which, under such laws, any rights and obligations have been transferred; and
 - (viii) a provision of law is a reference to that provision as amended or re-enacted; and
- (b) Section, Clause and Schedule headings are for ease of reference only.
- (c) references in this Debenture to any Clause or Schedule shall be to a Clause or Schedule contained in this Debenture.

1.4 Present and future assets

- (a) A reference in this Debenture to any Mortgaged Property, Charged Asset or other asset includes, unless the contrary intention appears, present and future Mortgaged Property, Charged Assets and other assets.
- (b) The absence of or incomplete details of any Charged Assets in any Schedule shall not affect the validity or enforceability of any Security under this Debenture.

1.5 Real Property

- (a) A reference in this Debenture to any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.
- (b) The terms of the Senior Facilities Agreement and each other Finance Document are incorporated into this Debenture and each other Finance Document to the extent required for any purported disposition of any Real Property contained in any Finance Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 Separate Security

Clauses 4.1 (*Mortgage of Real Property*) to 4.11 (*Assignment of Insurance Policies*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined in this Debenture and the failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Debenture or any act or omission by any party) over any one asset shall not affect the nature or validity of the mortgage, charge or assignment imposed on any other asset whether within that same class of assets or not.

1.7 Security Trustee assumes no obligation

The Security Trustee shall not be under any obligation in relation to the Charged Assets as a consequence of this Debenture and the Chargor shall at all times remain liable to perform all obligations in respect of the Charged Assets.

2. COVENANT TO PAY

2.1 Covenant to pay

The Chargor covenants with the Security Trustee that it shall, on demand of the Security Trustee pay, discharge and satisfy the Secured Obligations in accordance with their respective terms.

3. COMMON PROVISIONS

3.1 Common provisions as to all Security

All the Security created by or pursuant to this Debenture is:

- (a) created with full title guarantee;
- (b) created in favour of the Security Trustee as trustee for the Secured Parties and the Security Trustee shall hold the benefit of this Debenture and the Security created by or pursuant to it on trust for the Secured Parties;
- (c) continuing security for the payment and discharge of all the Secured Obligations; and
- (d) only applies to assets in England and Wales or rights which are subject to English law.

3.2 Consent for Fixed Security

The Security created or purported to be created by or pursuant to this Debenture is subject to obtaining any necessary consent to such Security from any relevant third party or satisfying any similar applicable pre-condition to the giving of such Security.

3.3 Permitted Security

Nothing in this Debenture shall preclude or prohibit the creation or subsistence of Permitted Security by the Chargor in accordance with the terms of the Finance Documents.

4. FIXED SECURITY

4.1 Mortgage of Real Property

The Chargor charges by way of first legal mortgage, the Mortgaged Property.

4.2 Fixed charge over Real Property

The Chargor charges (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 4.1 (*Mortgage of Real Property*)) by way of first fixed charge, all of its rights, title and interest from time to time in and to all the Real Property and all Related Rights.

4.3 Fixed charge over Tangible Moveable Property

The Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Tangible Moveable Property and all Related Rights.

4.4 Fixed charge over Accounts

The Chargor charges, by way of first fixed charge (but subject to any Permitted Security having at law priority over such charge), all of its rights, title and interest from time to time in and to the Accounts and all Related Rights.

4.5 Fixed charge over contracts

The Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any contract or agreement to which the Chargor is a party and all Related Rights.

4.6 Fixed charge over Monetary Claims

The Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture) and all Related Rights (to the extent not already charged under this Clause 4.6).

4.7 Fixed charge over Investments

The Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

4.8 Fixed charge over Shares

The Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise)

4.9 Fixed charge over Intellectual Property

The Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Intellectual Property and all Related Rights.

4.10 Fixed charge over goodwill

The Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any goodwill, rights and claims in relation to the uncalled capital of the Chargor.

4.11 Assignment of Insurance Policies

The Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to the proceeds of each Insurance Policy and all Related Rights.

5 FLOATING CHARGE

5.1 Floating charge

- (a) The Chargor charges by way of first floating charge in favour of the Security Trustee all present and future assets and undertaking of the Chargor.
- (b) The floating charge created pursuant to paragraph (a) of Clause 5.1 above shall be deferred in point of priority to all Fixed Security validly and effectively created by the Chargor under the Finance Documents in favour of the Security Trustee as security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) of Clause 5.1 above.

5.2 Crystallisation: by notice

The Security Trustee may at any time by notice in writing to the Chargor convert the floating charge created pursuant to Clause 5.1 (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if:

- (a) an Acceleration Event has occurred and is continuing;
- (b) any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets having an aggregate value of not less than EUR 3,000,000;
- (c) a meeting is convened for the passing of a resolution for the voluntary winding-up of the Chargor other than for the purposes of a Permitted Reorganisation;
- (d) a resolution is passed or an order is made for the dissolution or reorganisation of the Chargor other than for the purposes of a Permitted Reorganisation;
- (e) a written notice is given by any person (who is entitled to do so) of its intention to appoint an administrator of the Chargor or the filing of such a notice with the court; or
- (f) the Chargor creates or attempts to create any Security (other than any Security permitted under the terms of the Senior Facilities Agreement), over any of the Charged Assets.

5.3 Crystallisation: automatic

Notwithstanding Clause 5.2 (*Crystallisation by notice*) and without prejudice to any law which may have a similar effect, the floating charge created pursuant to Clause 5.1 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if

- (a) an application is presented to the court for the making of an administration order in relation to the Chargor which is not being contested in good faith and is not dismissed or withdrawn within 14 days of presentation;
- (b) a Receiver is appointed over all or any of the Charged Assets, or
- (c) a provisional liquidator is appointed to the Chargor,

or any analogous procedure or step is taken in any jurisdiction.

6 PROVISIONS AS TO SECURITY AND PERFECTION

6.1 Negative pledge and restriction on dealings

Except where agreed in writing by the Security Trustee or as permitted under the Senior Facilities Agreement the Chargor shall not at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets.

6.2 Notice of Security: Accounts

- (a) The Chargor shall, within 10 Business Days of the date of this Debenture (and in the case of any Account coming into existence after the date of this Debenture, within 5 Business Days of the date of the opening of such Account), deliver to the Security Trustee (or procure the delivery of) a Notice of Charge in relation to the Accounts duly executed by, or on behalf of, the Chargor, all such notices to be held to the order of the Chargor until the occurrence of an Event of Default which is continuing, upon which the Security Trustee may serve such notices on each account bank, building society, financial institution or other similar person with which any Account is opened or maintained at that time.
- (b) Following any notification from the Security Trustee to the Chargor that the notices have been delivered pursuant to 6.2(a), the Chargor shall use reasonable endeavours to procure that the recipient of such notice acknowledges that notice in substantially the form specified in Schedule 6.
- (c) The execution of this Debenture by the Chargor and the Security Trustee shall constitute notice to, and acknowledgement by, the Security Trustee of the charge created over any Account in England and Wales opened or maintained with the Security Trustee

6.3 Notice of Security: insurance

- (a) The Chargor shall, within 5 Business Days of the date of this Debenture or if later upon the request by the Security Trustee, deliver to the Security Trustee (or procure the delivery of) evidence that a Notice of Assignment duly executed by, or on behalf of, the Chargor in relation to the proceeds of any Insurance Policy which is the subject of the Fixed Security has been given to each relevant insurer.
- (b) The Chargor shall use all reasonable endeavours to procure from each recipient of such a Notice of Assignment or a Notice of Charge (as appropriate) an acknowledgement in the form set out therein

6.4 Deposit of documents of title: Investments

After the occurrence of an Acceleration Event the Chargor shall promptly on the request of the Security Trustee, deposit with the Security Trustee (or procure the deposit of) all of the Investments and any certificates and other documents of title representing the Investments to which the Chargor (or its nominee(s)) is or becomes entitled, together with any other document which the Security Trustee may reasonably request (in such form and executed in such manner as the Security Trustee may reasonably require (including stock transfer forms or other instruments of transfer executed in blank by it or on its behalf), with a view to perfecting or improving its security over the Investments or to registering any Investment in its name or the name of any nominee(s)

6.5 Deposit of share certificates

The Chargor shall promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares (or upon acquiring any interest therein), notify the Security Trustee of that occurrence and deposit with the Security Trustee (or procure the deposit of) (i) all certificates or other documents of title representing such assets and (ii) such stock transfer forms or other instruments of transfer (executed in blank by it or on its behalf) in respect thereof as the Security Trustee may reasonably request.

6.6 Deposit of title deeds

The Chargor shall within 5 Business Days following a request by the Security Trustee (and within 5 Business Days a request of the Security Trustee following the acquisition by it of any interest in any Real Property at any time) deposit with the Security Trustee (or procure the deposit of) all deeds, certificates and other documents constituting or evidencing title to such Real Property or procure that such documents are held at the appropriate Land Registry to the order of the Security Trustee or are held by the Chargor's solicitors pursuant to an undertaking to the Security Trustee

6.7 Application to the Land Registry

The Chargor hereby consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship Register of any registered land in England and Wales at any time forming part of the Real Property

"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 [] referred to in the charges register [or their conveyancer] "

6.8 Registration of Intellectual Property

The Chargor shall, if requested by the Security Trustee acting in accordance with the Agreed Security Principles, execute all such documents and do all such acts as the Security Trustee may reasonably require to record the interest of the Security Trustee in any registers relating to any material registered Intellectual Property

6.9 Further advances

- (a) Subject to the terms of the Senior Facilities Agreement, each Lender is under an obligation to make further advances to the Chargor and that obligation will be deemed to be incorporated in this Debenture as if set out in this Debenture.
- (b) The Chargor consents to an application being made to the Land Registry to enter the obligation to make further advances on the Charges Register of any registered land in England and Wales forming part of the Charged Assets.

7. FURTHER ASSURANCE

7.1 Extension of implied covenant

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in Clause 7.2 below.

7.2 Further assurance

Subject to the Agreed Security Principles, the Chargor shall promptly, at its own cost, take all such action (including making all filings, registrations and notarisations) and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require) in favour of the Security Trustee or its nominee(s):

- (i) to perfect and/or maintain the Security created or intended to be created in respect of the Charged Assets (which may include the execution by the Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, the Charged Assets) or for the exercise of the Collateral Rights;
- (ii) to confer on the Security Trustee Security over any asset or undertaking of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be conferred by or pursuant to this Debenture; and/or

- (iii) following the occurrence of an Acceleration Event, to facilitate the realisation of the Charged Assets

7.3 Consents

- (a) The Chargor shall, as soon as possible, use all reasonable endeavours to obtain any Material Consents.
- (b) Immediately upon obtaining any such Material Consent or removing any such restriction, the asset concerned will become subject to that Fixed Security and the Chargor shall promptly deliver a copy of such consent or evidence of such removal to the Security Trustee.

8. SHARES AND INVESTMENTS

8.1 Dividends prior to an Event of Default

Unless an Event of Default is then continuing, the Chargor shall be entitled to receive all dividends, interest and other monies or distributions of an income nature arising from the Shares

8.2 Dividends after an Event of Default

Whilst an Event of Default is continuing, the Security Trustee may, at its discretion, in the name of the Chargor or otherwise and without any further consent or authority from the Chargor, apply all dividends, interest and other monies arising from the Shares as though they were the proceeds of sale in accordance with Clause 17 (*Application of Proceeds*)

8.3 Voting rights prior to Security Trustee Notice

Prior to the giving of notice pursuant to Clause 8.4 (*Voting rights after Security Trustee Notice*), the Chargor shall be entitled to exercise all voting rights in relation to the Shares in a manner which does not adversely affect the validity or enforceability of the Security or cause an Event of Default to occur.

8.4 Voting rights after Security Trustee Notice

Subject to Clause 8.5 (*Waiver of voting rights by Security Trustee*), upon the occurrence of an Acceleration Event, the Security Trustee may (but without having any obligation to do so) give notice to the Chargor (with a copy to the Agent) that this Clause 8.4 will apply. With effect from the giving of that notice the Security Trustee may, at its discretion, in the name of the Chargor or otherwise and without any further consent or authority from the Chargor:

- (a) exercise (or refrain from exercising) any voting rights in respect of the Shares, and
- (b) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares including the right, in relation to any company whose shares or other securities are included in the Shares, to concur or participate in:

- (i) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);
- (ii) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
- (iii) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in the manner and on the terms the Security Trustee thinks fit, and the proceeds of any such action shall form part of the Shares.

8.5 Waiver of voting rights by Security Trustee

- (a) The Security Trustee may, in its absolute discretion and without any consent or authority from the other Secured Parties or the Chargor, at any time, by notice to the Chargor (which notice shall be irrevocable), with a copy to the Agent, elect to give up the right to exercise (or refrain from exercising) all voting rights and powers in respect of the Shares conferred or to be conferred on the Security Trustee pursuant to Clause 8.4 (*Voting rights after Security Trustee Notice*) and the other Secured Parties unconditionally waive any rights they may otherwise have to require the Security Trustee not to make such election or to require the Security Trustee to indemnify, compensate or otherwise make good for any losses, costs or liabilities incurred by any of them in relation to or as a consequence of the Security Trustee making such election.
- (b) Once a notice has been issued by the Security Trustee under paragraph (a) of this Clause 8.5, on and from the date of such notice the Security Trustee shall cease to have the rights to exercise or refrain from exercising voting rights and powers in respect of the Shares conferred or to be conferred on it pursuant to Clause 8.4 (*Voting rights after Security Trustee Notice*) or any other provision of this Debenture and all such rights will be exercisable by the Chargor. The Chargor shall be entitled, on and from the date of such notice, to exercise all voting rights and powers in relation to the Shares.

8.6 Shares: Voting rights

Other than as permitted by the Senior Facilities Agreement, the Chargor shall not exercise (and shall procure that any nominee acting on its behalf does not exercise) its voting rights in relation to the Shares in any manner, or otherwise agree to or concur or participate in any:

- (a) variation of the rights attaching to or conferred by all or any part of the Shares;
- (b) increase in the issued share capital of any company whose shares are charged pursuant to this Debenture;

- (c) exercise, renunciation or assignment of any right to subscribe for any shares or securities other than pursuant to or in connection with the Finance Documents; or
- (d) reconstruction, amalgamation, sale or other disposal of any company or any of the assets or undertaking of any company (including the exchange, conversion or reissue of any shares or securities as a consequence thereof) whose shares are charged pursuant to this Debenture,

which, in the reasonable opinion of the Security Trustee, would materially adversely affect the validity or the enforceability of the Security created pursuant to this Debenture or cause an Event of Default **provided that** the proceeds of any such action shall form part of the Shares

8.7 Shares: Payment of calls

The Chargor shall pay when due all calls or other payments which may be or become due in respect of any of Shares and in any case of default by it in such payment, the Security Trustee may, if it thinks fit, make such payment on its behalf in which case any sums paid by the Security Trustee shall be reimbursed by the Chargor to the Security Trustee on demand and shall carry interest from the date of payment by the Security Trustee until reimbursed, such interest to be calculated in accordance with Clause 14.3 (*Default Interest and lump sum damages*) of the Senior Facilities Agreement.

8.8 Investments: Exercise of rights

The Chargor shall not exercise any of its rights and powers in relation to any of the Investments in any manner which would constitute an Event of Default.

9. ACCOUNTS

9.1 Accounts: Notification and variation

- (a) The Chargor shall, within 5 Business Days of the occurrence of an Acceleration Event and otherwise promptly following a request from the Security Trustee, deliver details of each Account opened or maintained by it with any bank, building society, financial institution or other similar person.
- (b) Following an Acceleration Event, the Chargor shall not, without the Security Trustee's prior written consent or agree to any variation of the rights attaching to any Account or close any Account.

9.2 Accounts: Operation before Acceleration Event

The Chargor shall, prior to the occurrence of an Acceleration Event, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account subject to the terms of the Senior Facilities Agreement

9.3 Accounts: Operation after Acceleration Event

After the occurrence of an Acceleration Event the Chargor shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Security Trustee.

9.4 Accounts: Application of monies

The Security Trustee shall, upon the occurrence of an Acceleration Event, be entitled without notice to apply, transfer or set-off any or all of the credit balances (if any) from time to time on any Account (if any) in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 17 (*Application of Proceeds*).

10 MONETARY CLAIMS

10.1 Release of Monetary Claims: Before Acceleration Event

Prior to the occurrence of an Acceleration Event, the proceeds of the realisation of the Monetary Claims shall (subject to any restriction on the application of such proceeds contained in the Senior Facilities Agreement), upon such proceeds being credited to an Account, be released from the fixed charge created pursuant to Clause 4 (*Fixed Security*) and the Chargor shall be entitled to withdraw such proceeds from such Account **provided that** such proceeds shall continue to be subject to the floating charge created pursuant to Clause 5 (*Floating Charge*)

10.2 Release of Monetary Claims: After Acceleration Event

After the occurrence of an Acceleration Event the Chargor shall not, except with the prior written consent of the Security Trustee, be entitled to withdraw or otherwise transfer the proceeds of the realisation of any Monetary Claims standing to the credit of any Account.

11. INSURANCES

11.1 Insurance: Undertakings

The Chargor shall at all times during the Security Period:

- (a) keep the Charged Assets insured to the extent required by the Senior Facilities Agreement,
- (b) promptly pay all premiums and other monies payable under all its Insurance Policies and promptly upon request, produce to the Security Trustee a copy of each policy and evidence (in form and substance acceptable to the Security Trustee, acting reasonably) of the payment of such sums in each case to the extent that a failure to do so would constitute an Event of Default; and
- (c) if required by the Security Trustee after any Acceleration Event (but subject to the provisions of any lease of the Charged Assets), deposit all Insurance Policies relating to the Charged Assets with the Security Trustee.

11.2 Insurance: Default

If the Chargor defaults in complying with Clause 11.1 (*Insurance Undertakings*), the Security Trustee may (without any obligation to do so) effect or renew any such insurance on such terms, in such name(s) and in such amount(s) as it reasonably considers appropriate, and all monies spent by the Security Trustee in doing so shall be reimbursed by the Chargor to the Security Trustee on demand and shall carry interest from the date of payment by the Security Trustee until reimbursed in accordance with Clause 14.3 (*Default Interest and lump sum damages*) of the Senior Facilities Agreement.

11.3 Application of Insurance proceeds

All monies received under any Insurance Policies relating to the Charged Assets shall (subject to the rights and claims of any person having prior rights to such monies):

- (a) prior to the occurrence of an Acceleration Event, be applied in accordance with the terms of the Senior Facilities Agreement; and
- (b) after the occurrence of an Acceleration Event, be held upon trust for the Security Trustee pending payment to the Security Trustee for application in accordance with Clause 17 (*Application of Proceeds*) and the Chargor waives any right it may have to require that any such monies are applied in reinstatement of any part of the Charged Assets.

12 REAL PROPERTY

12.1 Property: Notification

The Chargor shall promptly notify the Security Trustee of any contract, conveyance, transfer or other disposition for the acquisition by the Chargor (or its nominee(s)) of any freehold or registrable leasehold real property located in England and Wales.

12.2 Lease covenants

The Chargor shall, in relation to any lease, agreement for lease or other right to occupy to which all or any part of the Charged Assets comprising freehold or equitable leasehold real property in England and Wales is at any time subject pay the rents (if the lessee) and observe and perform in all material respects the covenants, conditions and obligations imposed (if the lessor) on the lessor or (if the lessee) on the lessee where failure to do so would constitute an Event of Default.

12.3 Entitlement to remedy

- (a) If the Chargor fails to comply with any of the undertakings contained in this Clause 12, the Security Trustee shall be entitled (with such agents, contractors and others as it sees fit), to do such things as may in the reasonable opinion of the Security Trustee be required to remedy such failure and all monies spent by the Security Trustee in doing so shall be reimbursed by the Chargor on demand with interest from the date of payment by the Security Trustee until reimbursed in accordance with Clause 14.3 (*Default Interest and lump sum damages*) of the Senior Facilities Agreement.

- (b) The exercise by the Security Trustee of its powers under this Clause 12.3 shall not render the Security Trustee liable to account as mortgagee in possession.

13 ENFORCEMENT OF SECURITY

13.1 Enforcement

Any time after the occurrence of

- (a) an Acceleration Event
- (b) a request from the Chargor to the Security Trustee that it exercise any of the powers referred to in this Clause 13.1,

the Security created by or pursuant to this Debenture is immediately enforceable and the Security Trustee may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion:

- (i) secure and perfect its title to all or any part of the Charged Assets;
- (ii) enforce all or any part of that Security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Assets (and any assets of the Chargor which, when got in, would be part of the Charged Assets) at the times, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration); and
- (iii) whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Debenture) on mortgagees and by this Debenture on any Receiver or otherwise conferred by law on mortgagees or Receivers

13.2 Effect of moratorium

The Security Trustee shall not be entitled to exercise its rights under Clause 13.1 (*Enforcement*) or Clause 5.2 (*Crystallisation by notice*) where the right arises as a result of an Acceleration Event occurring solely due to any person obtaining, or taking steps to obtain, a moratorium pursuant to Schedule A1 of the Insolvency Act 1986

14. EXTENSION OF POWERS AND RIGHT OF APPROPRIATION

14.1 Extension of power of sale

The power of sale or other disposal conferred on the Security Trustee and on any Receiver by this Debenture shall operate as a variation and extension of the statutory power of sale under section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose only) on the date of this Debenture

14.2 Restrictions

The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or to the exercise by the Security Trustee of its right to consolidate all or any of the Security created by or pursuant to this Debenture with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Trustee without notice to the Chargor on or at any time after the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 13 (*Enforcement of Security*)

14.3 Power of leasing

- (a) The statutory powers of leasing may be exercised by the Security Trustee at any time on or after this Debenture has become enforceable in accordance with Clause 13 (*Enforcement of Security*) and the Security Trustee and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with sections 99 and 100 of the Law of Property Act 1925
- (b) For the purposes of sections 99 and 100 of the Law of Property Act 1925, the expression "Mortgagor" will include any incumbrancer deriving title under the Chargor and neither section 99(18) nor section 100(12) of the Law of Property Act 1925 will apply.

14.4 Right of appropriation

To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003, as amended, (the "**Regulations**") apply to a Charged Asset, the Security Trustee shall have the right to appropriate after the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 13 (*Enforcement of Security*) all or any part of that Charged Asset in or towards the payment or discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the Chargor. For this purpose, the parties agree that the value of that Charged Asset shall be

- (a) in the case of cash, the amount standing to the credit of each of the Accounts, together with any accrued but unposted interest, at the time of appropriation, and
- (b) in the case of any Investments and/or Shares, the market value of such Investments and/or Shares determined by the Security Trustee by reference to a public index or independent valuation by a firm of national standing

In each case, the parties further agree that the method of valuation provided for in this Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

14.5 Statutory powers

The powers conferred by this Debenture on the Security Trustee are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the Law of Property Act 1925, the Insolvency Act 1986 or otherwise

by law (as extended by this Debenture) and such powers shall remain exercisable by the Security Trustee in respect of any part of the Charged Assets whilst the Security created under this Debenture is enforceable. In the case of any conflict between the statutory powers contained in any such Acts and those conferred by this Debenture, the terms of this Debenture shall prevail

15. APPOINTMENT OF RECEIVER

15.1 Appointment and removal

After the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 13.1 (*Enforcement*), the Security Trustee may by deed or otherwise (acting through an authorised officer of the Security Trustee):

- (a) without prior notice to the Chargor:
 - (i) appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets;
 - (ii) appoint two or more Receivers of separate parts of the Charged Assets;
 - (iii) remove (so far as it is lawfully able) any Receiver so appointed,
 - (iv) appoint another person(s) as an additional or replacement Receiver(s); and
 - (v) appoint one or more persons to be an administrator of the Chargor pursuant to paragraph 14 of Schedule B1 of the Insolvency Act 1986; and
- (b) following notice to the Chargor, appoint one or more persons to be an administrator of the Chargor pursuant to paragraph 12 of Schedule B1 of the Insolvency Act 1986

15.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 15.1 (*Appointment and removal*) shall be.

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

15.3 Statutory powers of appointment

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

16. POWERS OF RECEIVERS

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the Chargor) have and be entitled to exercise, in relation to the Charged Assets (and any assets of the Chargor which, when got in, would be Charged Assets) in respect of which he was appointed, and as varied and extended by the provisions of this Debenture (in the name of or on behalf of the Chargor or in his own name and, in each case, at the cost of the Chargor).

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act,
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which the Chargor itself could do or omit to do; and
- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of the Chargor) which seem to the Receiver to be incidental or conducive to
 - (i) any of the functions, powers, authorities or discretions conferred on or vested in him;
 - (ii) the exercise of the Collateral Rights (including realisation of all or any part of the assets in respect of which that Receiver was appointed); or
 - (iii) bringing to his hands any assets of the Chargor forming part of, or which when got in would be, Charged Assets.

17 APPLICATION OF PROCEEDS

All monies received or recovered and any non-cash recoveries made or received by the Security Trustee or any Receiver pursuant to this Debenture or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied first in the payment or other discharge of the costs, charges and expenses incurred and payments made by the receiver, the payment or other discharge of his remuneration and of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by the Security Trustee (notwithstanding any purported appropriation by the Chargor) in accordance with the terms of the Intercreditor Agreement.

18. PROTECTION OF PURCHASERS

18.1 Consideration

The receipt of the Security Trustee or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Assets or making any acquisition, the Security Trustee or any Receiver may do so for such consideration (whether cash or non-cash), in such manner and on such terms as it thinks fit without liability to the Chargor for the amount and form of such consideration, except in the case of gross negligence or wilful misconduct

18.2 Protection of purchasers

No purchaser or other person dealing with the Security Trustee or any Receiver shall be bound to inquire whether the right of the Security Trustee or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned to inquire whether that power has been properly or regularly exercised by the Security Trustee or such Receiver in such dealings

19. POWER OF ATTORNEY

19.1 Appointment and powers

Subject to Clause 19.2, the Chargor by way of security irrevocably appoints the Security Trustee and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which are, in the opinion of the attorney (acting reasonably), required for:

- (a) carrying out any obligation imposed on the Chargor by this Debenture (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting and/or releasing the Security created or intended to be created in respect of the Charged Assets); and
- (b) enabling the Security Trustee and any Receiver to exercise (subject to Clause 8.5 (*Waiver of voting rights by Security Trustee*)), or delegate the exercise of, any of the Collateral Rights (including, after the occurrence of an Event of Default, the exercise of any right of a legal or beneficial owner of the Charged Assets).

19.2 Exercise of power of attorney

The Security Trustee shall only be able to exercise a power of attorney granted by this Clause 19 (*Power of Attorney*) following the occurrence of an Acceleration Event or if the Chargor has failed to comply with a further assurance or perfection obligation under the terms of this Debenture

19.3 Ratification

The Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers granted under this clause

20. EFFECTIVENESS OF SECURITY

20.1 Continuing security

- (a) Subject to Clause 24 (*Release of security*), the Security created by or pursuant to this Debenture shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Trustee in writing
- (b) No part of the Security from time to time intended to be created by this Debenture will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations

20.2 Cumulative rights

The Security created by or pursuant to this Debenture, and the Collateral Rights, shall be cumulative, in addition to and independent of every other Security which the Security Trustee or any other Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent Security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security. No prior Security held by the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Assets shall merge into the Security created by this Debenture.

20.3 No prejudice

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

20.4 No liability

None of the Security Trustee, its nominee(s) or any Receiver shall be liable:

- (a) to account as a mortgagee or mortgagee in possession; or
- (b) for any loss arising by reason of taking any action permitted by this Debenture or any neglect or default in connection with the Charged Assets or taking possession of or realising all or any part of the Charged Assets,

except in the case of gross negligence or wilful default upon its part.

20.5 Partial invalidity

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality,

validity or enforceability of the remaining provisions of this Debenture nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the Security intended to be created by or pursuant to this Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security.

20.6 Waiver of defences

The obligations assumed, and the Security created, by the Chargor under this Debenture, and the Collateral Rights, will not be affected by any act, omission, matter or thing which, but for this Clause 20.6, would reduce, release or prejudice any of its obligations under, or the Security created by, this Debenture (without limitation and whether or not known to the Chargor or any Secured Party) including

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person,
- (e) any amendment, novation, supplement, extension, restatement (in each case, however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or Security or of the Secured Obligations including without limitation any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or other document or Security and any amendment, variation, waiver or release of any of the Secured Obligations,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security or of the Secured Obligations; and
- (g) any insolvency or similar proceedings.

20.7 Chargor Intent

Without prejudice to the generality of Clause 20.6 (*Waiver of Defences*), the Chargor expressly confirms that it intends that the Security created under this Debenture, and the Collateral Rights, shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature, increasing working

capital; enabling investor distributions to be made; carrying out restructurings, refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

20.8 Immediate recourse

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

20.9 Deferral of rights

Until the end of the Security Period and unless the Agent otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Debenture:

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

If the Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution on trust for the Secured Parties to the extent necessary to enable all amounts which may be or become payable to any Secured Party by the Obligors under or in connection with the Finance Documents to be repaid in full and shall promptly pay or transfer the same to the Security Trustee or as the Security Trustee may direct for application in accordance with Clause 17 (*Application of Proceeds*).

20.10 Additional Security

The Security created by the Chargor under this Debenture and the Collateral Rights are in addition to and are not in any way prejudiced by any other guarantee or Security now or subsequently held by any Secured Party.

21. PRIOR SECURITY INTERESTS

21.1 Redemption or transfer

- (a) In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Charged Assets having an aggregate value exceeding EUR 3,000,000; or
- (b) in case of exercise by the Security Trustee or any Receiver of any power of sale or right of appropriation or application under this Debenture (at any time when the Debenture has become enforceable in accordance with Clause 13.1 (*Enforcement*)),

the Security Trustee may redeem such prior Security or procure the transfer thereof to itself.

21.2 Accounts

At the time referred to in Clause 21.1 (*Redemption or transfer*) above, the Security Trustee may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on the Chargor.

21.3 Costs of redemption or transfer

All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Chargor to the Security Trustee on demand together with accrued interest thereon calculated in accordance with Clause 14.3 (*Default Interest and lump sum damages*) of the Senior Facilities Agreement.

22. SUBSEQUENT SECURITY INTERESTS

If the Security Trustee (acting in its capacity as trustee or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security, security assignment or security transfer affecting all or any part of the Charged Assets which is prohibited by the terms of the Senior Facilities Agreement or this Debenture, all payments thereafter made by or on behalf of the Chargor to the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties will (in the absence of any express contrary appropriation by the Chargor) be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received.

23 SUSPENSE ACCOUNTS

All monies received, recovered or realised by the Security Trustee under this Debenture (including the proceeds of any conversion of currency) may in the

discretion of the Security Trustee be credited to any interest bearing suspense or impersonal account(s) maintained with any bank, building society, financial institution or other similar person which the Security Trustee considers appropriate (including itself) for so long as the amount is less than the Secured Obligations which are then due or payable but unpaid (the interest being credited to the relevant account) pending their application, in or towards the discharge of any of the Secured Obligations and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above.

24 RELEASE OF SECURITY

24.1 Release of Security

Upon the expiry of the Security Period, the Security Trustee shall, at the request and cost of the Chargor, release and cancel the Security created by this Debenture and procure the reassignment to the Chargor of the property and assets assigned to the Security Trustee pursuant to this Debenture, in each case subject to Clause 24.2 of the Senior Facilities Agreement and without recourse to, or any representation or warranty by, the Security Trustee or any of its nominees.

For the avoidance of doubt, to the extent that any Security created by this Debenture is required to be released in order for the disposal of an asset to be effected where such disposal is expressly permitted under the Senior Facilities Agreement or any other Finance Document, the Security Trustee shall, at the request of the Chargor, release such security in accordance with and subject to the applicable provisions of the Senior Facilities Agreement and the relevant Finance Document

24.2 Effect of Creating Security

For the avoidance of doubt, the creation of Security over the Charged Assets pursuant to this Debenture shall not impact the Chargor's ability to dispose of a Charged Asset where such disposal is expressly permitted under the terms of the Senior Facilities Agreement.

24.3 Clawback

If any amount paid or credited to any Secured Party under any Finance Document is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Debenture and the Security created by that or those documents will continue and such amount will not be considered to have been irrevocably paid or credited.

25. SET-OFF

The Chargor authorises the Security Trustee (but the Security Trustee shall not be obliged to exercise such right), after the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 13.1 (*Enforcement*), to set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Security Trustee to the Chargor and apply any credit balance to which the Chargor is entitled on any account with the Security Trustee in

accordance with Clause 17 (*Application of Proceeds*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

26. ASSIGNMENT

26 1 No assignments or transfers by Chargor

The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Debenture

26 2 Assignments by the Security Trustee

The Security Trustee may assign all or any of its rights under this Debenture in accordance with the terms of the Intercreditor Agreement. The Security Trustee shall be entitled to disclose such information concerning the Chargor and this Debenture as the Security Trustee reasonably considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law

26 3 Successors

This Debenture shall remain in effect despite any amalgamation or merger (however effected) relating to the Security Trustee. References to the Security Trustee shall include (i) any permitted assignee or successor in title of the Security Trustee, (ii) any entity into which the Security Trustee is merged or converted into or with which it is consolidated, (iii) any legal entity resulting from any merger, conversion or consolidation to which such Security Trustee is a party and (iv) any other person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Security Trustee under this Debenture or to which, under such laws, those rights and obligations have been transferred (such person described in (i) to (iv) being a successor to the Security Trustee for all purposes under the Finance Documents).

27. NOTICES

Any communications to be made by one person to another under or in connection with this Debenture shall be made in accordance with clause 37 (*Notices*) of the Senior Facilities Agreement as if such clause also regulated communications under this Debenture.

28. DELEGATION

28 1 Delegation

Each of the Security Trustee and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Debenture (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Security Trustee or the Receiver itself.

29. GOVERNING LAW

This Debenture and any non-contractual obligations arising out of or in connection with this Debenture (but not any other Finance Document) are governed by English law

30 JURISDICTION

30.1 English Courts

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of, or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Debenture).

30.2 Convenient forum

The Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that it will not argue to the contrary.

30.3 Exclusive jurisdiction

Notwithstanding Clause 30.1 (*English Courts*), the Security Trustee may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Trustee may take concurrent proceedings in any number of jurisdictions

THIS DEBENTURE has been signed by the Security Trustee and executed as a deed by the Chargor and is delivered by it as a deed on the date stated at the beginning of this Debenture.

SCHEDULE 3
INTELLECTUAL PROPERTY

Patent application for a window accessory pending (Article code J072)

**SCHEDULE 4
INSURANCE POLICIES**

Names of Insurer	Policy Number	Policy Type	Governing Law
Royal & Sun Alliance Insurance plc	YMM831643	Material Damage & Business Interruption	England and Wales
Zurich Insurance plc	JM696413	Motor Fleet	England and Wales
Allianz Engineering Inspection Services Ltd	61/NV/23131201/1	Warehouse Equipment Insurance	England and Wales
AUM Marine MGA	15-UMN- 0000000133	Marine Cargo Insurance	England and Wales
Royal & Sun Alliance Insurance plc	4/G205555 Certificate number: 15-CPS-0000000379	Contractors Plant Insurance	England and Wales
Royal & Sun Alliance Insurance plc	13/G205448 Certificate number. 15-COS-0000001753	Computer Insurance	England and Wales

**SCHEDULE 5
ACCOUNTS**

Bank	BIC	IBAN	Address
HSBC	MIDLGB2109J	[REDACTED]	HSBC Bank plc 61 High Street Staines Middlesex TW18 4PW
HSBC	MIDLGB2109J	[REDACTED]	HSBC Bank plc 61 High Street Staines Middlesex TW18 4PW

SCHEDULE 6
FORM OF NOTICE OF SECURITY TO ACCOUNT BANK

To: [Account Bank/other financial institution]

Date: []

Dear Sirs

We give you notice that, by a Debenture dated [] (the "Debenture"), we have charged by way of fixed charge to Commerzbank Aktiengesellschaft, Filiale Luxemburg (the "Security Trustee") as trustee for the Secured Parties all of our right, title and interest in and to the account[s] listed below maintained with your [bank/building society/financial institution] (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby

Account Name[s] []

Sort Code[s]: []

Account No[s]. []

[repeat list as necessary]

We irrevocably instruct and authorise you to disclose to the Security Trustee without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure, such information relating to [the]/[any] account[s] maintained with you from time to time as the Security Trustee may request you to disclose to it.

[Insert the following if notifying a charge over (operating) Accounts]

We further instruct and authorise you to act only in accordance with the Security Trustee's instructions following receipt by you of a notice of the occurrence of an Acceleration Event issued by the Security Trustee. Until such notice is received by you, we are authorised by the Security Trustee to receive, withdraw or otherwise transfer any credit balance from time to time on any Account

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Trustee at [] marked for the attention of [].

Yours faithfully,

.....
for and on behalf of
PROFINE UK LTD.

**Form of Acknowledgement of Notice of
Security by Account Bank**

To: Commerzbank Aktiengesellschaft, Filiale Luxemburg (the "Security Trustee")

Date

Dear Sirs

We confirm receipt from profine UK Ltd. (the "Chargor") of a notice dated [] of [a fixed charge upon the terms of a Debenture dated [] (the "Debenture") of all the Chargor's right, title and interest in and to, and all monies (including interest) from time to time standing to the credit of the following account[s] which [is/are] maintained with us and the debt or debts represented thereby

[List relevant accounts here]

(the "Account[s]").

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of the interest of any third party in any Account and we will not, without the Security Trustee's prior written consent, amend or vary any rights attaching to the account; and
- (c) unconditionally and irrevocably waive all rights of set-off, lien, combination or consolidation of accounts and security in respect of any Account[s] and similar rights (however described) which we may have now or in the future in respect of [each of] the Account[s] or the balance thereon to the extent that such rights relate to amounts owed to us by the Chargor.

Following receipt by us of a notice from you of the occurrence of an Acceleration Event, we will act only in accordance with instructions given by persons authorised by the Security Trustee and we will send a copy of all statements and other notices given by us relating to the Account[s] to the Security Trustee.

This letter and all non-contractual obligations arising out of or in connection with it are to be governed by and will be construed in accordance with English law.

Yours faithfully,

.....
for and on behalf of
[Account Bank/other financial institution]

cc profine UK Ltd.

**SCHEDULE 7
FORM OF NOTICE OF INSURANCE**

To: [Insurer]

Date: [•]

Dear Sirs

We hereby give you notice that pursuant to a debenture dated [•] entered into by us (and others) in favour of Commerzbank Aktiengesellschaft, Filiale Luxemburg (the "Security Trustee") we have assigned to the Security Trustee all of our right, title and interest in and to each policy of insurance in which we have or may from time to time hereafter have an interest (including, in particular, [insert details of relevant insurance policy] but excluding each third party liability insurance policy (the "Policy")) and all present and future moneys and proceeds paid or payable thereunder.

With effect from your receipt of this notice we instruct you to:

1. continue to deal with us in relation to the Policy until you receive notice to the contrary from ourselves or the Security Trustee that an Acceleration Event has occurred. Thereafter we will cease to have any right to deal with you in relation to the Policy and you should only deal with and accept instructions from the Security Trustee unless and until notified to the contrary;
2. note the interest of the Security Trustee on the Policy;
3. send to the Security Trustee copies of all notices which you may from time to time issue under or in connection with the Policy; and
4. after receipt of written notice in accordance with paragraph 1 above, make all payments and claims under or arising from the Policy to which we would otherwise be entitled to the Security Trustee to such account as the Security Trustee specifies (and not to us) unless the Security Trustee directs otherwise in writing.

These instructions may not be revoked without the prior written consent of the Security Trustee.

We hereby authorise you to disclose to the Security Trustee, without further approval from us, such information regarding the Policy as the Security Trustee may from time to time request

With effect from your receipt of this notice all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Policy (including all rights to compel performance) belong to and are exercisable by the Security Trustee (provided that we will remain exclusively liable to perform the obligations assumed by us under the Policy)

Until the Security Trustee notifies you to the contrary, we are authorised to exercise such rights and recover all monies payable in relation to the Policies.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Trustee at [address] marked for the attention of [•].

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

for and on behalf of

[Chargor]

[On copy]

To: [Security Trustee]

We acknowledge receipt of a notice of assignment in the terms set out above and confirm that.

(a) we have received no notice of any other assignment of the Policy referred to therein nor of any charge thereof or the creation of any other interest therein, and

(b) we shall comply with the terms of that notice.

We further confirm that no amendment or termination of the said Policy shall be effective unless we have given the Security Trustee written notice thereof.

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

for and on behalf of

[Insurer]

Dated.

EXECUTION PAGE TO DEBENTURE

EXECUTED AS A DEED by)
PROFINE UK LTD.)

Director

Name: **PETER A. KROSIV**

Director

Name:

The Security Trustee

Signed by)
COMMERZBANK)
AKTIENGESELLSCHAFT, FILIALE
LUXEMBURG
for and on its behalf)
by its duly authorised)
Officers)

EXECUTION PAGE TO DEBENTURE

**EXECUTED AS A DEED by
PROFINE UK LTD.**

)

)

Director

Name

Director

Name.



URSULA KRETZSCHMAR

The Security Trustee

Signed by
**COMMERZBANK
AKTIENGESELLSCHAFT,
LUXEMBURG**
for and on its behalf
by its duly authorised
Officers

)

)

FILIALE

)

)

)

EXECUTION PAGE TO DEBENTURE

**EXECUTED AS A DEED by
PROFINE UK LTD.**

)
)

Director

Name:

Director

Name:

The Security Trustee

Signed by
**COMMERZBANK
AKTIENGESELLSCHAFT,
LUXEMBURG**
for and on its behalf
by its duly authorised
Officers

FILIALE

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[Redacted Signature]

Dennis Schäfer

Assistant Vice President

[Redacted Signature]

Eva Gottschalk-Schmitt
Assistant Vice President

ADELA HARDMEYER
CLIFFORD CHANCE
+49 69 7199 3107