



Registration of a Charge

Company name: **TALK INTERNET LIMITED**

Company number: **03034179**



X7E14E4R

Received for Electronic Filing: **14/09/2018**

Details of Charge

Date of creation: **30/08/2018**

Charge code: **0303 4179 0003**

Persons entitled: **BEECH TREE PRIVATE EQUITY PARTNERS, L.P.**

Brief description: **FIXED CHARGES OVER ALL LAND AND INTELLECTUAL PROPERTY OWNED BY THE COMPANY AT ANY TIME.**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

PREETIKA PAREKH



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3034179

Charge code: 0303 4179 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th August 2018 and created by TALK INTERNET LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th September 2018 .

Given at Companies House, Cardiff on 18th September 2018

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

Dated: 30 August 2018

- (1) WAVENET GROUP HOLDINGS LIMITED AND CERTAIN OF ITS SUBSIDIARIES AS CHARGORS
- (2) BEECH TREE PRIVATE EQUITY PARTNERS, L.P. ACTING BY ITS MANAGING GENERAL PARTNER BEECH TREE EQUITY PARTNERS (GP) LIMITED

Debenture

This Deed is entered into with the benefit of and subject to the terms of the Senior Intercreditor Agreement and the Junior Intercreditor Agreement (each as defined herein).

We certify this document as a true copy of the original
Eversheds Sutherland (International) LLP
Date: *11/09/2018*
EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

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THIS DEBENTURE is made on 30 August 2018

BETWEEN:

- (1) **WAVENET GROUP HOLDINGS LIMITED** (company number: 11486047) whose registered office is at Second Floor One Central Boulevard, Central Boulevard, Blythe Valley Park, Shirley, Solihull, United Kingdom, B90 8BG (the "**Company**");
- (2) **THE COMPANIES** named in Schedule 1 (*The Chargors*); and
- (3) **BEECH TREE PRIVATE EQUITY PARTNERS, L.P.** acting by its managing general partner **BEECH TREE EQUITY PARTNERS (GP) LIMITED** as Security Trustee pursuant to the Security Trustee Deed.

WITNESSES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires, words or expressions defined in the Loan Note Documents shall have the same meanings in this Debenture and this construction shall survive the termination of the Loan Note Documents. In addition, in this Debenture:

"**Account Bank**" means any bank or financial institution with which the Chargors maintain a Bank Account.

"**Assets**" means in relation to a Chargor, all its undertaking, property, assets, revenues and rights of every description, or any part of them.

"**Bank Account**" means any account with any bank or financial institution in which any Chargor now or in the future has an interest including any replacement or substitute or subdivision or sub-account of that account and to the extent of such interest, all credit balances now or in the future on such accounts and all Related Rights.

"**Beneficiary**" means each Secured Party from time to time.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

"**Chargor**" means each company named in Schedule 1 (*The Chargors*) and (with effect from its accession) each other company which executes a Deed of Accession and Charge and any other company which subsequently adopts the obligations of a Chargor.

"**Debt Document**" means this Deed, any Accession Deed, the Junior Intercreditor Agreement, the Loan Note Documents, any Guarantee, the Security Trustee Deed and any other document designated as a "Debt Document" by the Security Trustee and the Parent.

"**Deed of Accession and Charge**" means a deed of accession and charge substantially in the form of Schedule 3 (*Form of Deed of Accession and Charge for a New Chargor*).

"**Derivative Rights**" includes:

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
- (b) dividends, distributions, interest and other income paid or payable in relation to any Investments; and

- (c) stock, shares and securities offered in addition to or in substitution for any Investments.

"Event of Default" means the occurrence of a Default Period under Investor Loan Note Instrument and/or the Investor A2(1) Loan Note Instrument and/or the Investor A2(2) Loan Note Instrument and/or the Investor B Loan Note Instrument and/or the Management Loan Note Instrument and/or the Management B2 Loan Note Instrument and/or the Management B3 Loan Note Instrument, "Default Period" being defined under the Loan Note Documents".

"Financial Collateral" in relation to a Chargor, means any of its Assets comprising financial collateral within the meaning of the Financial Collateral Regulations.

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No. 2) Regulations 2003, as amended.

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3.1 (*Security assignments*) or within a mortgage or fixed charge created by Clause 3.2 (*Fixed security*) or arising on crystallisation of a floating charge whether under Clause 4 (*Crystallisation*) or otherwise and includes all Assets assigned, mortgaged or charged by the equivalent provisions in any Deed of Accession and Charge.

"Fixtures" means trade and other fixtures and fittings and fixed plant, machinery and other apparatus;

"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 3.3 (*Creation of Floating Charge*) (or by the equivalent provision of any Deed of Accession and Charge) but, in relation to Assets situated in Scotland and charged by clause 3.3(b) (*Creation of floating charge*) (or by the equivalent provision of any Deed of Accession and Charge) only in so far as concerns the floating charge over that Asset.

"Guarantees" means:

- (a) the guarantee granted by each Chargor in favour of the Beneficiaries dated on or about the date of this deed and as amended, supplemented and varied from time to time; and
- (b) without limitation, each guarantee granted in favour of the Beneficiaries by a member of the Group from time to time in respect of the Secured Sum.

"Group" means the Parent and each of its Subsidiaries for the time being.

"Insurance Policy" means any contract or policy of insurance of any Chargor (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest at any time but excluding any liability insurance and any directors' and officers' insurance.

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights.

"Intellectual Property Rights" in relation to a Chargor, means all and any of its Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to Clauses 3.2(xiii) to 3.2(xviii) (*Fixed security*) inclusive (or pursuant to the equivalent provisions in any Deed of Accession and Charge).

"Investor Loan Note" means the £15,823,750 secured 8% loan note of Robin Midco Limited constituted by the Investor Loan Note Instrument.

"Investor Loan Note Instrument" means the instrument constituting the Investor Loan Note entered into by Robin Midco Limited on 11 August 2016.

"Investor A2(1) Loan Note" means the investor A2(1) £15,025,853 secured 8% loan note of the Company to be constituted by the Investor A2(1) Loan Note Instrument.

"Investor A2(1) Loan Note Instrument" means the instrument constituting the Investor A2(1) Loan Note to be entered into by the Company on or about the date hereof.

"Investor A2(2) Loan Note" means the investor A2(1) £1,132,346 secured 8% loan note of the Company to be constituted by the Investor A2(2) Loan Note Instrument.

"Investor A2(2) Loan Note Instrument" means the instrument constituting the Investor A2(2) Loan Note to be entered into by the Company on or about the date hereof.

"Investor B Loan Note" means the investor B £365,180 secured 8% loan note of Robin Midco Limited constituted by the Investor B Loan Note Instrument.

"Investor B Loan Note Instrument" means the instrument constituting the Investor B Loan Note entered into by Robin Midco Limited on 11 August 2016.

"Junior Intercreditor Agreement" the intercreditor agreement dated on or about the date of this deed and entered into between, among others, (1) the management loan note holders identified in Schedule 2 therein, (2) the A2 loan note holders identified in Schedule 3 therein, (3) the B2 loan note holders identified in Schedule 4 therein, (4) the B3 loan note holders identified in Schedule 5 therein, (5) Beech Tree Private Equity Partners, L.P. acting by its managing general partner Beech Tree Equity Partners (GP) Limited as security trustee; (6) the Company and (7) the companies detailed at schedule 1 therein.

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise.

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including fixed plant or machinery from time to time situated on or forming part of such land, trade and tenant's fixtures) and includes all Related Rights.

"Liability" means any liability, damage, loss, costs, claim or expense of any kind or nature, whether direct, indirect, special, consequential or otherwise.

"LPA" means the Law of Property Act 1925.

"Loan Note Documents" means:

- (a) the Investor Loan Note Instrument and the Investor Loan Note;
- (b) the Investor A2(1) Loan Note Instrument and the Investor A2(1) Loan Note;
- (c) the Investor A2(2) Loan Note Instrument and the Investor A2(2) Loan Note;
- (d) the Investor B Loan Note Instrument and the Investor B Loan Note;

- (e) the Management Loan Note Instrument and the Management Loan Note;
- (f) the Management B2 Loan Note Instrument and the Management B2 Loan Note;
and
- (g) the Management B3 Loan Note Instrument and the Management B3 Loan Note.

"Loan Note" means the Investor Loan Note and/or the Investor A2(1) Loan Note and/or the Investor A2(2) Loan Note and/or the Investor B Loan Note and/or the Management Loan Note and/or the Management B2 Loan Note and/or the Management B3 Loan Note.

"Majority Secured Parties" has the meaning ascribed to it in the Security Trustee Deed.

"Management Loan Note" means the management B £7,294,370 8% loan note of Robin Topco Limited constituted by the Management Loan Note Instrument.

"Management Loan Note Instrument" means the instrument constituting the Management Loan Note entered into by Robin Topco Limited on 11 August 2016.

"Management B2 Loan Note" means the management B2 £9,756,546 8% loan note of the Company to be constituted by the Management B2 Loan Note Instrument.

"Management B2 Loan Note Instrument" means the instrument constituting the Management B2 Loan Note to be entered into by the Company on or about the date hereof.

"Management B3 Loan Note" means the management B3 £9,033,325 8% loan note of the Company to be constituted by the Management B3 Loan Note Instrument.

"Management B3 Loan Note Instrument" means the instrument constituting the Management B3 Loan Note to be entered into by the Company on or about the date hereof.

"Material Intellectual Property" means any Intellectual Property owned by a Chargor which is material in the context of its business and which is required by it in order to carry on its business as it is being conducted (including but not limited to Specified Intellectual Property).

"Material Land" means all Land other than:

- (a) Restricted Land;
- (b) leasehold property of a Chargor with a term of less than 15 years left to run; or
- (c) freehold property with a value of less than £500,000.

"Mortgaged Land" means any property specified in Schedule 2 (*Registered Land to be Mortgaged*) to this Debenture and any leasehold or freehold property specified in Schedule 1 (*Registered Land to be Mortgaged*) to a Deed of Accession and Charge.

"New Chargor" means a member of the Group which becomes a Chargor under this Debenture in accordance with Clause 27 (*Accession of a New Chargor*).

"Obligor" means a Chargor

"Parent" means Wavenet Group Holdings Limited a limited liability company incorporated under the laws of England and Wales with registered number 11486047.

"Party" means a party to this Debenture.

"Personal Chattels" means plant, machinery, office equipment, computers, vehicles, goods and other chattels (including all spare parts, replacements, modifications and additions) but not Fixtures on Real Property charged under Clause 3.2(a) and 3.2(b)(i) (*Fixed Security*) or stock in trade or work in progress and all Related Rights.

"Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and any re-enactment, variation or modification of any of them and any orders, regulations or permissions made, issued or granted under or by virtue of the foregoing Acts or any of them.

"Receivables" in relation to a Chargor, means all sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 3.2 (*Fixed security*) or described in the equivalent provision of any Deed of Accession and Charge.

"Receiver" means any receiver or receiver and manager or administrative receiver appointed under Clause 16 (*Appointment of a Receiver or an Administrator*) or otherwise, including pursuant to any supplemental Legal Mortgage, whether sole, joint and/or several and including (where the context requires or permits) any substituted receiver or receiver and manager.

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

- (a) the proceeds of sale 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, contracts, warranties, negotiable instruments, remedies, Security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset;
- (e) in relation to a Mortgaged Land, each and every part of that Mortgaged Land, including the land, cellars, eaves, buildings, structures, fixtures and fittings (including such trade fixtures and fittings, furnishings and Equipment in which a Chargor has an interest) now or in the future on that property and all easements and other rights attaching to that property;
- (f) in relation to a Mortgaged Land, the benefit of any undertakings, servitudes, covenants or warranties in respect of that property or any moneys paid or payable in respect of those undertakings, servitudes, covenants or warranties.

"Relevant Account" means the Specified Bank Accounts (and any renewal or redesignation of any such account) and any other Bank Account that may from time to time be identified in writing as a Relevant Account by the Security Trustee and any Chargor (and any replacement or substitute account or any subdivision or sub account of such account)

"Relevant System" has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Investments.

"Restricted IP" means any Intellectual Property owned by or licensed to a Chargor which, in each case, precludes either absolutely or conditionally that Chargor from creating a charge

over its interest in that Intellectual Property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(b) (*Third Party Consents*).

"Restricted Land" means any leasehold property held by a Chargor under a lease which precludes either absolutely or conditionally that Chargor from creating a mortgage or charge over its leasehold interest in that property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(a) (*Third Party Consents*).

"Secured Party" means the Security Trustee, any Receiver or delegate, and the Stockholders.

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether incurred jointly or severally as principal or surety of in any other capacity whatsoever and whether incurred originally by a Chargor or by some other person) of each Obligor to all or any of the Beneficiaries under each or any of the Debt Documents, in each case together with:

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Debt Document; and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition provided under any Debt Document or the obligations and liabilities imposed under such documents.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Trustee Deed" means the security trustee deed dated on or about the date of this Deed and entered into between (1) the secured parties listed herein; (2) Robin Topco Limited; (3) the companies listed therein and (3) Beech Tree Private Equity Partners, L.P. acting by its managing general partner Beech Tree Equity Partners (GP) Limited as security trustee.

"Senior Intercreditor Agreement" means the intercreditor agreement dated the same date as this Deed and made between, among others, Robin Midco Limited, the Debtors (as defined therein), Ares Management Limited for itself in various capacities and as agent for the other finance parties, the Original Debtors and the Intra-Group Lenders (each as defined therein).

"Specified Bank Accounts" means the Bank Accounts described in Schedule 4 (*Specified Bank Accounts*).

"Specified Intellectual Property" means the Intellectual Property listed in Schedule 4 (*Specified Intellectual Property*).

"Specified Investments" means, without limitation, the Specified Investments listed in Schedule 5 (*Specified Investments*) and in relation to a Chargor, all Investments which at any time:

- (a) represent a holding in a Subsidiary of such Chargor or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Companies Act 2006 "30 per cent or more" were substituted for "a majority";
- (b) are held in the name of the Security Trustee or its nominee or to its order; or
- (c) that Chargor has deposited certificates in respect of with the Security Trustee or which, if uncertificated, are held in an escrow or other account in favour of the Security Trustee or its nominee.

"Stockholders" means any each other person who holds Loan Note from time to time.

"Structural Intra-Group Loans" means any loans made by one member of the Group to another member of the Group.

1.2 Interpretation

Unless the context otherwise requires, the interpretative provisions set out in the paragraphs below shall apply in this Debenture.

- (a) References to any Party shall be construed so as to include that Party's respective successors in title, permitted assigns and permitted transferees.
- (b) **"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".
- (c) A **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, joint venture, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing.
- (d) **"Property"** includes any interest (legal or equitable) in real or personal property and any thing in action.
- (e) **"Variation"** includes any variation, amendment, accession, novation, restatement, modification, assignment, transfer, supplement, extension, deletion or replacement however effected and **"vary"** and **"varied"** shall be construed accordingly.
- (f) **"Writing"** includes facsimile transmission legibly received except in relation to any certificate, notice or other document which is expressly required by this Debenture to be signed and **"written"** has a corresponding meaning.
- (g) Subject to Clause 31.4 (*Variations*), references to this Debenture or to any other document (including any Debt Document) include references to this Debenture or such other document as varied in any manner from time to time, even if changes are made to the composition of the parties to this Debenture or such other document or to the nature or amount of any facilities made available under such other document and, in addition, references to this Debenture shall include (with effect from the date on which it comes into force) each Deed of Accession and Charge executed pursuant to it.
- (h) References to uncertificated Investments are to Investments the title to which can be transferred by means of an electronic or other entry in a Relevant System and references to certificated Investments are to Investments which are not uncertificated Investments.
- (i) The singular shall include the plural and vice versa and any gender shall include the other genders.
- (j) Clauses, paragraphs and Schedules shall be construed as references to Clauses and paragraphs of, and Schedules to, this Debenture.
- (k) 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.
- (l) Headings in this Debenture are inserted for convenience and shall not affect its interpretation.

- (m) A Event of Default is "**continuing**" if it has not been remedied or waived.
- (n) "**Blank stock transfer form**" means a stock transfer form validly executed by the relevant Chargor but with the section relating to the consideration and the transferee left blank.
- (o) "**Schedules**": Any failure to state any Land, Intellectual Property, Investments or Bank Accounts of any Chargor on the date of this Debenture in any of Schedule 2 (*Registered Land to be Mortgaged*), Schedule 4 (*Specified Intellectual Property*) or Schedule 5 (*Specified Investments*), or Schedule 6 (*Specified Bank Accounts*) will not affect any Charges over such assets.
- (p) If there is any conflict or inconsistency between any provision of this Debenture and any provision of the Senior Intercreditor Agreement, the provision of the Senior Intercreditor Agreement shall prevail.
- (q) If there is any conflict or inconsistency between any provision of this Debenture and any provision of the Junior Intercreditor Agreement, the provision of the Junior Intercreditor Agreement shall prevail.
- (r) If there is any conflict or inconsistency between any provision of this Deed, any provision of the Senior Intercreditor Agreement and any provision of the Junior Intercreditor Agreement, the provision of the Senior Intercreditor Agreement shall prevail.
- (s) Where the Security Trustee is referred to as acting "reasonably", "in a reasonable manner" or "in good faith" or as coming to an opinion or determination that is "reasonable" (or any similar or analogous wording is used), this shall mean that the Security Trustee shall be acting or coming to an opinion or determination on the instructions of the Majority Secured Parties (as the case may be) acting reasonably or in a reasonable manner or in good faith and the Majority Secured Parties shall be under no obligation to determine the reasonableness of such instructions or whether in giving such instructions the Majority Secured Parties (as the case may be) are acting reasonably or in a reasonable manner or in good faith.
- (t) Where acceptability to or satisfaction of Majority Secured Parties is referred to in relation to a matter not affecting the personal interests of the Security Trustee this shall mean the acceptability to or satisfaction of the Majority Secured Parties (as the case may be) as notified by it to the Security Trustee.
- (u) In respect of paragraphs (s) and (t) above, the Security Trustee shall not be responsible for any liability occasioned or by any delay or failure on the part of the Majority Secured Parties to give any such instructions or direction or to form any such opinion.
- (v) Any entity into which the Security Trustee may be merged or converted, or any entity with which the Security Trustee may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Security Trustee shall be a party, or any corporation, including affiliated corporations, to which the Security Trustee shall sell or otherwise transfer: (a) all or substantially all of its assets or (b) all or substantially all of its corporate trust business shall, on the date when the merger, conversion, consolidation or transfer becomes effective and to the extent permitted by any applicable laws and subject to any credit rating requirements set out in this Debenture become the successor Security Trustee under this Debenture without the execution or filing of any paper or any further act on the part of the parties to this Debenture, unless otherwise required by the Debtor, and after the said effective date all references in this Debenture to the Security Trustee shall be deemed to be

references to such successor corporation. Written notice of any such merger, conversion, consolidation or transfer shall immediately be given to the Debtors and Stockholders by the Security Trustee.

1.3 Full Title Guarantee

Any charge or assignment which is expressed to be made with "full title guarantee" shall be construed so that the covenants implied by section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to the state of repair of any relevant land and are subject to and qualified by reference to the Legal Reservations and any Permitted Security.

1.4 Dispositions

The terms of the other Debt Documents and of any side letters between any Parties in relation to any Debt Document are incorporated in this Debenture to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Debenture is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.5 Execution

This Debenture shall take effect as a deed notwithstanding that the Security Trustee has executed it under hand.

1.6 Inconsistency between this Debenture and the Senior Intercreditor Agreement

If there is any conflict or inconsistency between any provision of this Debenture and any provision of the Senior Intercreditor Agreement, the provision of the Senior Intercreditor Agreement shall prevail.

1.7 Inconsistency between this Debenture and the Junior Intercreditor Agreement

If there is any conflict or inconsistency between any provision of this Debenture and any provision of the Junior Intercreditor Agreement, the provision of the Junior Intercreditor Agreement shall prevail.

1.8 Inconsistency between the Senior Intercreditor Agreement and the Junior Intercreditor Agreement

If in respect of the provisions of this Debenture, there is any conflict or inconsistency between any provision of the Senior Intercreditor Agreement and any provision of the Junior Intercreditor Agreement, the provision of the Senior Intercreditor Agreement shall prevail.

2. COVENANT TO PAY

2.1 Covenant to pay

Each Chargor (as primary obligor and not merely as surety) covenants with the Security Trustee (as trustee for the Beneficiaries) that it will, on the Security Trustees written demand, pay or discharge the Secured Sums when due at the times and in the manner provided in the relevant Debt Documents.

2.2 Proviso

The covenants contained in this Clause and the security created by this Debenture shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

2.3 Demands

- (a) The making of one demand shall not preclude the Security Trustee from making any further demands.
- (b) Any third party dealing with the Security Trustee or any Receiver shall not be concerned to see or enquire as to the validity of any demand under this Debenture.

3. CREATION OF SECURITY

3.1 Security assignments

Each Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Trustee (as trustee for the Beneficiaries):

- (c) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies; and
- (d) all of its rights, title and interest from time to time in respect of any Structural Intra-Group Loans.

3.2 Fixed security

Each Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges in favour of the Security Trustee (as trustee for the Beneficiaries):

- (a) by way of legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Debenture, in each case as described in Schedule 2 (*Registered Land to be Mortgaged*);
- (a) by way of fixed charge:
 - (i) with the exception of any Restricted Land, all other Land which is now its property and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use such Land not mortgaged pursuant to paragraph (a) above;
 - (ii) with the exception of any Restricted Land, all other Land which in the future becomes its property and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use such Land;
 - (iii) all Land which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that Land, but only with effect from the date on which that consent is obtained;
 - (iv) all other interests and rights in or relating to Land or in the proceeds of sale of Land now or in the future belonging to it including any Related Rights;
 - (v) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 3.2;
 - (vi) all rental and other income, guarantee of any rental income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;

- (vii) all Specified Investments which are now its property, including all proceeds of sale derived from them;
- (viii) all Specified Investments in which that Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
- (ix) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;
- (x) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
- (xi) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Trustee, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Debenture;
- (xii) all its goodwill and uncalled capital for the time being;
- (xiii) all Specified Intellectual Property belonging to it;
- (xiv) with the exception of any Restricted IP, all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xv) with the exception of any Restricted IP, all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xvi) with the exception of any Restricted IP, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- (xvii) all Intellectual Property (including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world) which by virtue of obtaining third party consent to charge such Intellectual Property has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained;
- (xviii) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xix) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (a)(xiii) to (xviii) inclusive of this Clause;
- (xx) all trade debts now or in the future owing to it;
- (xxi) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;

- (xxii) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3.1 (*Security assignments*);
- (xxiii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;
- (xxiv) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Debenture;
- (xxv) all moneys at any time standing to the credit of any Bank Account and the debt represented by any such credit balance; and
- (xxvi) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

3.3 Creation of floating charge

Each Chargor, with full title guarantee, charges to the Security Trustee (as trustee for the Beneficiaries) as security for the payment or discharge of all Secured Sums, by way of floating charge:

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3.1 (*Security assignments*) or charged by any fixed charge contained in Clause 3.2 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*); and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case, so that such Chargor shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) with respect to any such Floating Charge Asset, and such Chargor shall not, without the consent of the Security Trustee, sell, transfer, part with or dispose of any such Floating Charge Asset (except as permitted under any Debt Document).

3.4 Third Party Consents

- (a) If a Chargor has an interest in any Restricted Land, which, if it ceased to be Restricted Land, would be Material Land, that Chargor shall on request:
 - (i) within 5 Business Days of its execution of this Debenture or a Deed of Accession (as the case may be) or within 20 Business days of such Chargor acquiring such interest if acquired after the date of this Debenture or a Deed of Accession (as the case may be), use its reasonable endeavours to obtain the consent of each landlord of such Restricted Land to the creation of the charges envisaged by Clause 3.2(iii) (*Fixed security*) (including paying the reasonable costs and any reasonable consent fee of any such landlord);
 - (ii) keep the Security Trustee informed of the progress of its negotiations with any such landlord; and

- (iii) provide the Security Trustee with a copy of each such consent promptly after its receipt.
- (b) If a Chargor has an interest in any Material Intellectual Property which is also Restricted IP, that Chargor shall:
 - (i) following the occurrence of an Event of Default, use its reasonable endeavours to obtain the consent of each counterparty whose consent is required to the creation of the charges over such Restricted IP envisaged by sub-paragraph (a)(xvii) of Clause 3.2 (*Fixed security*) (including paying the reasonable costs and any reasonable consent fee of any such counterparty);
 - (ii) on request, keep the Security Trustee informed of the progress of its negotiations with any such counterparty; and
 - (iii) provide the Security Trustee with a copy of each such consent promptly after its receipt.

3.5 Notices

Subject to the rights of any prior chargee and except as otherwise expressly agreed in writing by the Security Trustee:

- (a) the Chargors shall each, within 5 Business Days of the date of this Debenture (or, if acceding to this Debenture, within 5 Business Days of the date of the relevant Deed of Accession) or in respect of any Insurance Policies, Structural Intra-Group Loans entered into after the date of this Debenture (or the date of the relevant Deed of Accession), within 5 Business Days of such entry:
 - (i) execute a notice of charge to the insurers (and any broker) of the security over the Insurance Policies and their proceeds created by this Debenture in substantially the form set out in Part 1 of Schedule 7 (*Forms of Notice of Assignment/Charge*) and, as soon as reasonably practicable, serve that notice on each such insurer and broker; and
 - (ii) execute a notice of assignment in respect of the Structural Intra-Group Loans in substantially the form set out in Part 2 of Schedule 7 (*Forms of Notice of Assignment*) and, as soon as reasonably practicable, serve that notice on each debtor party to such Structural Intra-Group Loans or (B) provide such notice to each debtor party to the Structural Intra-Group Loans as per the terms of the Junior Intercreditor Agreement.
- (b) On request, the Chargors shall each, within 5 Business Days of the date of this Debenture (or, if acceding to this Debenture, within 5 Business Days of the date of the relevant Deed of Accession) execute a notice of charge to the relevant Account Bank in respect of the security over any Relevant Accounts created by this Debenture substantially in the form set out in Part 3 of Schedule 7 (*Forms of Notice of Assignment/Charge*) and, as soon as reasonably practicable, serve that notice on each such insurer and broker.
- (c) On request, each Chargor shall use all reasonable endeavours (including expending reasonable costs and expenses) to procure the execution and delivery to the Security Trustee of acknowledgments by the addressees of the notices delivered to them pursuant to paragraphs (a)(i) to (a)(ii) above.

3.6 Priority

- (a) Any fixed Security created by a Chargor and subsisting in favour of the Security Trustee shall (save as the Security Trustee may otherwise declare at or after the time of its creation) have priority over the floating charge created by Clause 3.3 (*Creation of floating charge*).
- (b) Any Security created in the future by a Chargor (except in favour of the Security Trustee) shall be expressed to be subject to this Debenture and shall rank in order of priority behind the charges created by this Debenture (except to the extent mandatorily preferred by law).

3.7 Application to the Land Registry

Each Chargor:

- (a) in relation to each register of title of any present and future Land of that Chargor which is charged to the Security Trustee under this Debenture or pursuant to the further assurance undertakings in the Junior Intercreditor Agreement, consents to the Security Trustee (or its solicitors) at any time submitting to the Land Registry any and all of the following:
 - (i) a form AP1 (*application to change the register*) in respect of the security created by this Debenture;
 - (ii) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Debenture;
 - (iii) a form RX1 (*application to register a restriction*) in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated ____ 2016 in favour of [●] referred to on the charges register or their conveyancer."; and
 - (iv) a form CH2 (*application to enter an obligation to make further advances*); and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 3.2 (*Fixed security*) at its own expense, immediately following its execution of this Debenture.

4. CRYSTALLISATION

4.1 Crystallisation by notice

The floating charge created by each Chargor in Clause 3.3 (*Creation of floating charge*) may, subject to Clause 4.5 (*Moratorium Assets*), be crystallised into a fixed charge by notice in writing given at any time by the Security Trustee to the relevant Chargor (or to the Parent on its behalf) if:

- (a) an Event of Default has occurred and is continuing;; or
- (b) the Security Trustee in good faith reasonably considers that any of the Assets expressed to be charged to the Security Trustee by this Debenture may be in danger of being seized or sold pursuant to any form of legal process; or

- (c) a circumstance envisaged by paragraph (a) of Clause 4.2 (*Automatic crystallisation*) occurs and the Security Trustee in good faith reasonably considers that such crystallisation is necessary or desirable in order to protect the priority of its security.

Such crystallisation shall take effect over the Floating Charge Assets or class of Assets specified in the notice. If no Floating Charge Assets are specified, it shall take effect over all Floating Charge Assets of the relevant Chargor.

4.2 Automatic crystallisation

If, without the Security Trustee's prior written consent:

- (a) any Chargor, in contravention of any Debt Document, resolves to take or takes any step to:
 - (i) charge or otherwise encumber any of its Floating Charge Assets;
 - (ii) create a trust over any of its Floating Charge Assets; or
 - (iii) dispose of any Floating Charge Asset (except by way of sale in the ordinary course of such Chargor's business to the extent that such disposal is not otherwise prohibited by any Debt Document); or
- (b) any person resolves to take or takes any step to seize or sell any Floating Charge Asset pursuant to any form of legal process; or
- (c) an Event of Default has occurred,

then the floating charge created by Clause 3.3 (*Creation of floating charge*) shall, subject to Clause 4.5 (*Moratorium Assets*), be automatically and instantly crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset or, in the case of paragraph (c) above into a fixed charge over all Floating Charge Assets of the relevant Chargor.

4.3 Future Floating Charge Assets

Except as otherwise stated in any notice given under Clause 4.1 (*Crystallisation by notice*) or unless the crystallisation relates to all its Floating Charge Assets, prospective Floating Charge Assets acquired by any Chargor after crystallisation has occurred under Clause 4.1 (*Crystallisation by notice*) or Clause 4.2 (*Automatic crystallisation*) shall become subject to the floating charge created by Clause 3.3 (*Creation of floating charge*), so that the crystallisation shall be effective only as to the specific Floating Charge Assets affected by the crystallisation.

4.4 Reconversion

Any charge which has crystallised under Clause 4.1 (*Crystallisation by notice*) or Clause 4.2 (*Automatic crystallisation*) may, by notice in writing given at any time by the Security Trustee to the relevant Chargor (or to the Parent on its behalf), be reconverted into a floating charge in relation to the Assets specified in such notice.

4.5 Moratorium Assets

The floating charge created by each Chargor in Clause 3.3 (*Creation of floating charge*) may not be converted into a fixed charge on Assets for which a moratorium is in force if and for so long as such conversion would breach paragraph 13 and/or paragraph 43 of Schedule A1 of the Insolvency Act 1986.

- 4.6 **Security Trust:** The Security Trustee holds the benefit of this Debenture on trust for the Secured Parties on the terms of the Debt Documents.

5. TITLE DOCUMENTS, INSURANCE POLICIES AND TRANSFERS

5.1 Documents

Subject to the rights of any prior chargee and except as otherwise expressly agreed in writing by the Security Trustee, each Chargor shall:

- (a) deposit with the Security Trustee, and the Security Trustee shall be entitled to retain during the continuance of the security created by this Debenture, all deeds and documents of title relating to its Fixed Security Assets that are necessary to give effect to or to perfect the fixed security described in Clause 3.2 (*Fixed Security*), including:
 - (i) certificates of registration in relation to the Security constituted by this Debenture;
 - (ii) certificates constituting or evidencing Specified Investments and Material Intellectual Property;
 - (iii) all deeds and documents of title relating to any Intellectual Property Right which is Material Intellectual Property and, by virtue of obtaining third party consent pursuant to paragraph (b) of Clause 3.4 (*Third Party Consents*) has ceased to fall within the definition of Restricted IP; and
 - (iv) all deeds and documents of title relating to any Land which by virtue of receipt of the relevant landlords consent to charge that Land pursuant to paragraph (a) of Clause 3.4 (*Third Party Consents*) has ceased to fall within the definition of Restricted Land; and
- (b) as soon as reasonably practicable, and in any event within 5 Business Days of request, execute and deliver to the Security Trustee such documents and transfers and give such instructions and perform such other acts as the Security Trustee may reasonably require at any time to constitute or perfect any Security over its Specified Investments, including any Specified Investments eligible to participate in a Relevant System.

5.2 Insurance

If any default shall be made by any Chargor at any time in effecting or maintaining any insurance required by the terms of the Debt Documents, or if any Chargor fails within 5 Business Days of demand to produce such evidence as the Security Trustee reasonably requires to prove such compliance (including copies of insurance policies and/or premium receipts), then:

- (a) the Security Trustee may take out or renew such insurances in such sums as the Security Trustee reasonably considers to be appropriate (at that Chargor's expense); and
- (b) all money expended by the Security Trustee under this provision shall be recoverable by the Security Trustee in accordance with clause 7 (*Costs and Expenses*) and clause 8 (*Indemnities*) of the Security Trustee Deed.

6. RECEIVABLES

6.1 Restriction

No Chargor shall purport, without the Security Trustee's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery other than in relation to the commutation of Receivables with its customers in the ordinary course of trade or unless such action is permitted under the Debt Documents.

6.2 Factoring

If the Security Trustee releases, waives or postpones its rights in respect of any Receivable to enable a Chargor to factor or discount them to any person (the "**factor**"), the charges created by this Debenture shall in all other respects remain in full force and effect. In particular, all amounts becoming due to such Chargor from the factor and any Receivables reassigned, or due to be reassigned to such Chargor, shall be subject to the charges created by this Debenture, subject only to any defences or rights of set-off which the factor may have against such Chargor.

7. NEGATIVE PLEDGE AND OTHER RESTRICTIONS

Without the prior written consent of the Security Trustee, except as specifically permitted by the Debt Documents, no Chargor shall:

- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.

8. RIGHT OF APPROPRIATION

8.1 Financial Collateral Arrangement

The Parties acknowledge and intend that the charges over each Chargor's Financial Collateral provided under or pursuant to this Debenture will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.

8.2 Right of Appropriation

The Security Trustee may, on or at any time after the security constituted by this Debenture becomes enforceable in accordance with its terms, by notice in writing to the relevant Chargor appropriate with immediate effect all or any of its Financial Collateral charged by this Debenture which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Trustee or otherwise.

8.3 Value

The value of any Financial Collateral appropriated under Clause 8.2 shall be:

- (a) in the case of cash, its face value at the time of appropriation; and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Trustee

by reference to a public index or other applicable generally recognised source or such other process as the Security Trustee may select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Trustee,

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Trustee.

8.4 **Surplus or Shortfall:** The Security Trustee will account to the relevant Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums and the Chargors shall remain liable to the Security Trustee for any amount by which the value of the appropriated Assets is less than the Secured Sums.

8.5 **Confirmation:** Each Chargor agrees that the method of valuing Financial Collateral under Clause 8.3 is commercially reasonable.

9. CONTINUING SECURITY

This Debenture shall be a continuing security for the Beneficiaries, notwithstanding any intermediate payment or settlement of accounts or other matter whatever, and shall be in addition to and shall not prejudice or be prejudiced by any right of set-off, combination, lien or other rights exercisable by any Beneficiary as banker against any Chargor or any security, guarantee, indemnity and/or negotiable instrument now or in the future held by any Beneficiary.

10. LAND

10.1 Positive Covenants:

Each Chargor covenants that it shall:

(a) Compliance with lease:

Punctually pay the rents reserved by and observe and perform in all material respects the other material covenants, agreements or obligations on its part to be observed and performed which are contained in any lease, agreement for lease, tenancy agreement or licence to occupy relating to any Land and, to the extent that it makes commercial sense to do so, enforce the observance and performance by the landlord or licensor of its material obligations under any such document shall not do anything or permit anything to be done which could result in the termination of any such lease, tenancy agreement or licence to occupy; and

(b) Acquisitions:

Notify the Security Trustee promptly following the acquisition of any Land by it or on its behalf after the date of this Debenture ("**After-acquired Property**"). If title to the relevant After-acquired Property is or is to be registered at the Land Registry, such Chargor shall, as soon as reasonably practicable, notify the Security Trustee of the relevant title number and will make the relevant Land Registry enter:

- (i) a notice of the legal mortgage referred to in paragraph 10.2 below on the charges register of such property; and
- (ii) the restriction set out in Clause 3.7(a)(iii) (*Application to the Land Registry*) (as repeated in such legal mortgage) on the proprietorship register of such property.

In the case of any other After-acquired Property in England or Wales, the relevant Chargor shall apply to register this Debenture at the Land Charges Registry. In

relation to any After-acquired Property anywhere else in the world, such Chargor shall take such equivalent action as the Security Trustee shall deem appropriate.

(c) **Landlord Consent**

If the consent of the landlord in whom the reversion of any lease comprised in any After-acquired Property is vested is required for a Chargor to create any fixed charge or legal mortgage, that Chargor will:

- (i) use all reasonable endeavours to obtain such landlord's consent;
- (ii) notify the Security Trustee in writing upon receipt of such consent; and
- (iii) not be required to create a fixed charge or legal mortgage over such After-acquired Property until it has received the landlord's consent.

10.2 Supplemental Legal Mortgage: If, at any time and from time to time, a Chargor has any interest in any Material Land which is registered at the Land Registry (or which would be subject to first registration at the Land Registry on the creation of a mortgage over it), but which is not Restricted Land at that time, and which (for any reason) is also not subject to a legal mortgage under this Debenture or under any Deed of Accession at that time, the relevant Chargor will, subject to the Junior Intercreditor Agreement, to the extent required to do so by (and in accordance with) Clause 10.4 (*Further Assurance*) of the Junior Intercreditor Agreement, promptly execute and deliver to the Security Trustee a supplemental legal mortgage, in the agreed terms, over that Land as security for the Secured Sums.

10.3 Negative covenants:

No Chargor shall (without the prior written consent of the Security Trustee):

(a) **No onerous obligations:**

enter into any onerous or restrictive obligation affecting its Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which, in each case, would be reasonably likely to affect materially and adversely its value or the value of the Security constituted by this Debenture over it; or

(b) **No sharing:**

share the occupation of any Land with any other person (or agree to do so) to the extent that to do so would materially adversely affect (i) the value of such Land; or (ii) the interests of the Beneficiaries.

10.4 Consolidation of Mortgages: Section 93 of the Law of Property Act 1925, dealing with the consolidation of mortgages, shall not apply to this Debenture.

10.5 Leasing and Other Undertakings:

Each Chargor shall (whether in exercise of any statutory power or otherwise):

- (a) not grant, or agree to grant, any lease or tenancy of all or any part of any Land that is the subject of any Security created or purported to be created by or pursuant to this Debenture or confer or agree to confer upon any person any contractual licence or right to occupy or use any Land that is the subject of any Security created or purported to be created by or pursuant to this Debenture save as permitted under the Debt Documents;
- (b) comply with the provisions of Schedule 8 (*Real Property Undertakings*);

- (c) comply with all laws or material regulations, directives, consents, authorisations, covenants or planning permissions relating to or affecting any Land that is the subject of any Security created or purported to be created by or pursuant to this Debenture; and
- (d) not determine or extend or renew on substantially different terms or accept any surrender of any lease, tenancy, licence or right to occupy comprised in the any Land that is the subject of any Security created or purported to be created by or pursuant to this Debenture or agree to do any of these things.

10.6 Real Property Representations and Warranties:

Each Chargor represents and warrants to the Security Trustee that:

- (a) it is the sole legal and beneficial owner of all the Mortgaged Land listed against its name in Schedule 2 (*Registered Land to be Mortgaged*) and no other person has any legal or beneficial interest or rights on, over or in any part of the Charged Real Property (other than as disclosed to and approved by the Security Trustee);
- (b) no part of the any Land that is the subject of any Security created or purported to be created by or pursuant to this Debenture is subject to any covenants, restrictions, easements or rights, orders, agreements, notices or disputes which are of an unusual or onerous nature or which may materially and adversely affect its intended use or its disposal and nothing has arisen or been created or is subsisting which could be or could create an overriding interest over such Land;
- (c) there subsists no breach of any Planning Acts, by-laws or local authority or statutory requirements which materially and adversely affects or which materially or adversely affects the value of the Land that is the subject of any Security created or purported to be created by or pursuant to this Debenture owned by such Chargor;
- (d) no facilities necessary for the enjoyment and use of the Land that is the subject of any Security created or purported to be created by or pursuant to this Debenture or any part of it are enjoyed or used by such Land on terms entitling any person to terminate or curtail its or their use;
- (e) the Land that is the subject of any Security created or purported to be created by or pursuant to this Debenture or any part of it is free from any lease, tenancy, licence or right to occupy other than as disclosed to and approved by the Security Trustee; and
- (f) except for the Mortgaged Land, neither it nor any of its Subsidiaries owns any estate or interest in any Land save as disclosed to and approved by the Security Trustee prior to the date of this Debenture.

10.7 Right to Remedy:

If a Chargor fails to perform any obligation affecting its Land that is the subject of any Security created or purported to be created by or pursuant to this Debenture, that Chargor must allow the Security Trustee or its agents and contractors:

- (a) upon reasonable notice, to enter any part of such Land and carry out any repairs or other works which the Chargor has failed to do; and
- (b) to comply with or object to any notice served on that Chargor in respect of such Land.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 Filings and registration:

In relation to its Material Intellectual Property (excluding any domain names):

- (a) each Chargor irrevocably authorises the Security Trustee to file and register at any relevant patent, trade mark or other intellectual property register or authority as may be appropriate for the purpose (to the extent that such register or authority is located in the jurisdiction of incorporation of the relevant the Chargor and including, if appropriate the European Patents Office and Office of Harmonisation for the Internal Market) in such name as may be required by the law of the place of registration, such of the following as must be filed or registered there in order to register or perfect the Security created under this Debenture or to give notice to third parties to protect the priority of the security created by this Debenture:

- (i) this Debenture;
- (ii) if so requested by the Security Trustee, all licences of Intellectual Property granted to or acquired by it; and
- (iii) all future assignments, mortgages and/or charges of Intellectual Property Rights made pursuant to this Debenture,

and, to the extent necessary to register or perfect the Security created under this Debenture or to give notice to third parties to protect the priority of the security created by this Debenture, maintain or renew such filings and registrations where applicable; and

- (b) each Chargor irrevocably authorises the Security Trustee to effect such registrations, renewals, payments and notifications at the expense of such Chargor as shall, in the reasonable opinion of the Security Trustee, be necessary to register the Security created by this Debenture at any patent, trade mark or other intellectual property register or authority as may be available for the purpose (to the extent that such register or authority is located in the jurisdiction of incorporation of the relevant Chargor and including, if appropriate, at the European Patents Office or Office of Harmonization for the Internal Market).

11.2 Negative covenants: Without the prior written consent of the Security Trustee, no Chargor shall in respect of its Material Intellectual Property:

- (a) **Trade marks:** amend the specification of any registered trade mark included in such Intellectual Property Rights; or
- (b) **Patents:** amend the specification or drawings referred to in any such granted patent.

12. SPECIFIED INVESTMENTS

12.1 Voting and other rights: Each Chargor undertakes not to exercise any voting powers or rights in a way which would be reasonably likely to prejudice the value of its Specified Investments or otherwise to jeopardise the Security constituted by this Debenture over them.

12.2 Before Enforcement: Unless and until the occurrence of an Event of Default:

- (a) all voting powers and rights attaching to Specified Investments (including Derivative Rights) belonging to a Chargor shall continue to be exercised by such Chargor for so long as it remains their registered owner and such Chargor shall not permit any person other than such Chargor, the Security Trustee or the Security Trustee's nominee to be registered as holder of such Specified Investments or any part of them; and

- (b) If Specified Investments belonging to a Chargor are registered in the name of the Security Trustee or the Security Trustee's nominee, all voting powers and rights attaching to them (including Derivative Rights) shall be exercised by the Security Trustee or the Security Trustee's nominee in accordance with instructions in writing from time to time received from such Chargor and, in the absence of any such instructions, the Security Trustee or the Security Trustee's nominee shall not exercise any such rights.

12.3 After Enforcement: At any time after the occurrence of an Event of Default:

- (a) the Security Trustee may, for the purpose of protecting its interests in relation to the Secured Sums, exercise (but is not obliged to exercise) in the name of a Chargor or otherwise and without any further consent or authority on the part of any Chargor, all voting powers and rights attaching to the Specified Investments (including Derivative Rights) as it sees fit, including any rights to nominate or remove a director, as if the Security Trustee were the sole beneficial owner of the Specified Investments;
- (b) all Derivative Rights shall, if received by a Chargor or the Security Trustee's nominee, be held on trust for and forthwith paid or transferred to the Security Trustee; and
- (c) each Chargor shall (and shall procure that the Security Trustee's nominees shall) accept short notice for and attend any shareholders meetings relating to the Specified Investments, appoint proxies and exercise voting and other rights and powers exercisable by the holders of the Specified Investments as the Security Trustee may direct from time to time as it sees fit for the purpose of protecting its interests in relation to the Secured Sums.

For the avoidance of doubt, unless and until the Security Trustee takes any steps to exercise any voting powers or rights attaching to the Specified Investments after becoming entitled (but not obliged) to do so under this Clause, all such powers and rights remain with the relevant Chargor.

- 12.4 Negative covenant:** Each Chargor covenants with the Security Trustee that it will not, without the prior written consent of the Security Trustee, consent to its Specified Investments being consolidated, sub-divided or converted or any rights attached to them being varied.

13. OPENING OF NEW ACCOUNTS

- 13.1 Creation of new account:** On receiving notice that any Chargor has granted Security over or otherwise encumbered or disposed of any of its Assets in contravention of any Debt Document, a Beneficiary may rule off all its accounts and open new accounts with such Chargor.

- 13.2 Credits to new account:** If a Beneficiary does not open a new account immediately on receipt of such notice, it shall nevertheless be treated as if it had done so on that day. From that day, all payments made by the Chargor to that Beneficiary shall be treated as having been credited to a new account and shall not operate to reduce the amount owing from the Chargor to such Beneficiary at the time when it received such notice.

14. BANK ACCOUNTS:

- 14.1 Bank Accounts: maintenance and variation:**

Each Chargor shall:

- (a) deliver to the Security Trustee on the date of this Debenture (and, if any charge account thereafter, on the date falling five Business Days after such charge), details

of each Bank Account maintained by such Chargor (other than with the Security Trustee); and

- (b) not without the Security Trustee's prior written consent, permit or agree to any variation of the rights attached to any Bank Account the result of which is materially prejudicial to the Secured Parties.

14.2 Operation of Bank Accounts:

- (a) Until the Charges become enforceable, the Chargors shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Bank Account (other than any Relevant Account) subject to the terms of the Junior Intercreditor Agreement;
- (b) After the Security constituted by this Debenture becomes enforceable, the Chargors shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Bank Account except with the prior written consent of the Security Trustee.

14.3 Bank Accounts: Application of Moneys:

- (a) The Security Trustee (or its Receiver) may (subject to the Junior Intercreditor Agreement) apply, transfer or set-off any credit balances from time to time on any Bank Accounts in or towards payment or satisfaction of all or part of the Secured Liabilities in accordance with Clause 20 (*Application of money received by the Security Trustee or a Receiver*) after the Security constituted by this Debenture has become enforceable or at any time when the Secured Parties are entitled to exercise the relevant set-off rights under the terms of the Loan Note Documents.
- (b) Save as provided in this Clause 14 (*Bank Accounts*), each Chargor shall not release, sell, transfer, assign, factor, discount or otherwise deal in any way with any of the Bank Accounts other than in a manner which is not prohibited by the Debt Documents.

14.4 Relevant Accounts:

No Chargor may withdraw or otherwise transfer any credit balance from time to time on any Relevant Account, unless expressly permitted to do so by the Debt Documents or with the consent of the Security Trustee.

14.5 Exercise of rights following enforcement by Security Trustee:

After the Security constituted by this Debenture has become enforceable, the Security Trustee shall be entitled without notice to exercise all rights and powers held by it in relation to the Relevant Accounts and to:

- (a) demand and receive any moneys due under or arising out of each Relevant Account; and
- (b) exercise all rights the relevant Chargor was then entitled to exercise in relation to the Relevant Accounts or would, but for this Debenture, be entitled to exercise.

15. POWERS OF SALE, LEASING AND ACCEPTING SURRENDERS

- 15.1 Section 103 of the LPA:** Section 103 of the Law of Property Act 1925 shall not apply to this Debenture, and the statutory power of sale shall arise on, and be exercisable at any time after, the execution of this Debenture. However, the Security Trustee shall not exercise such power of sale until this Debenture has become enforceable.

15.2 **Powers of sale extended:** The statutory powers of sale, leasing and accepting surrenders exercisable by the Security Trustee by virtue of this Debenture are extended so as to authorise the Security Trustee (whether in its own name or that of the Chargor concerned) to:

- (a) grant a lease of any Land vested in a Chargor or in which it has an interest on such terms and conditions as the Security Trustee shall think fit; and
- (b) sever any fixtures from Land vested in a Chargor and sell them separately.

16. **APPOINTMENT OF A RECEIVER OR AN ADMINISTRATOR**

16.1 **Appointment:** Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Debenture and the floating charges contained in this Debenture. At any time after:

- (a) the occurrence of an Event of Default;
- (b) in relation to any Chargor, a step or proceeding is taken, or a proposal made, for the appointment of an administrator, liquidator or provisional liquidator or for a voluntary arrangement under Part I of the Insolvency Act 1986; or
- (c) a request has been made by the Parent and/or a Chargor to the Security Trustee for the appointment of a Receiver or an administrator over its Assets or in respect of a Chargor,

then this Debenture shall become immediately enforceable and, notwithstanding the terms of any other agreement between such Chargor and any Beneficiary, the Security Trustee may (unless precluded by law) appoint in writing any person or persons to be a Receiver (or Receivers) of all or any part of the Assets of such Chargor or, an administrator or administrators of such Chargor, as the Security Trustee may choose in its entire discretion.

16.2 **Power to act separately:** Where more than one Receiver or administrator is appointed, the appointees shall have power to act separately unless the Security Trustee shall specify to the contrary.

16.3 **Receiver's remuneration:** The Security Trustee may from time to time determine the remuneration of a Receiver.

16.4 **Removal of Receiver:** The Security Trustee may (subject to section 45 of the Insolvency Act 1986) remove a Receiver from all or any of the Assets of which he is the Receiver.

16.5 **Further appointments of a Receiver:** Such an appointment of a Receiver shall not preclude:

- (a) the Security Trustee from making any subsequent appointment of a Receiver over all or any Assets over which a Receiver has not previously been appointed or has ceased to act; or
- (b) the appointment of an additional Receiver to act while the first Receiver continues to act.

16.6 **Receiver's agency:** The Receiver shall be the agent of the relevant Chargor (which shall be solely liable for his acts, defaults and remuneration) unless and until such Chargor goes into liquidation, after which time he shall act as principal and shall not become the agent of the Security Trustee or any other Beneficiary.

17. POWERS OF A RECEIVER

The Receiver may exercise, in relation to each Chargor over whose Assets he is appointed, all the powers, rights and discretions set out in Schedules 1 and 2 to the Insolvency Act 1986 and in particular, by way of addition to and without limiting such powers, the Receiver may, with or without the concurrence of others:

- (a) sell, lease, let, license, grant options over and vary the terms of, terminate or accept surrenders of leases, licences or tenancies of, all or any of the Assets of the relevant Chargor, without the need to observe any of the provisions of Sections 99 and 100 of the Law of Property Act 1925, in such manner and generally on such terms and conditions as he shall think fit in his absolute and unfettered discretion and any such sale or disposition may be for cash, Investments or other valuable consideration (in each case payable in a lump sum or by instalments) and carry any such transactions into effect in the name of and on behalf of such Chargor;
- (b) promote the formation of a Subsidiary of the relevant Chargor with a view to such Subsidiary purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Assets of such Chargor;
- (c) sever any fixtures from Land and/or sell them separately;
- (d) exercise all voting and other rights attaching to Investments owned by the relevant Chargor;
- (e) arrange for the purchase, lease, licence or acquisition of all or any Assets of the relevant Chargor by any Subsidiary contemplated by paragraph (b) above on a basis whereby the consideration may be for cash, Investments, shares of profits or sums calculated by reference to profits or turnover or royalties or licence fees or otherwise, whether or not secured on the assets of such Subsidiary and whether or not such consideration is payable or receivable in a lump sum or by instalments over such period as the Receiver may think fit;
- (f) make any arrangement or compromise with any Beneficiary or others as he shall think fit;
- (g) make and effect all repairs, renewals and improvements to the Assets of the relevant Chargor and effect, renew or increase insurances on such terms and against such risks as he shall think fit;
- (h) appoint managers, officers and agents for the above purposes at such remuneration as the Receiver may determine;
- (i) redeem any prior encumbrance and settle and pass the accounts of the encumbrancer and any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed an expense properly incurred by the Receiver;
- (j) pay the proper administrative charges of any Beneficiaries in respect of time spent by their agents and employees in dealing with matters raised by the Receiver or relating to the receivership of the relevant Chargor;
- (k) commence and/or complete any building operations upon any Land of the relevant Chargor and apply for and obtain any planning permissions, building regulation consents or licences, in each case as he may in his absolute discretion think fit;

- (l) take all steps necessary to effect all registrations, renewals, applications and notifications as the Receiver may in his discretion think prudent to maintain in force or protect any of the relevant Chargor's Intellectual Property Rights; and
- (m) do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the above matters or powers or otherwise incidental or conducive to the preservation, improvement or realisation of the relevant Assets.

18. POWER OF ATTORNEY

18.1 **Appointment of attorney:** Each Chargor, by way of security and to more fully secure the performance of its obligations under this Debenture, hereby irrevocably appoints the Security Trustee (whether or not a Receiver or administrator has been appointed) and separately any nominee and/or any Receiver to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf at any time to:

- (a) do anything which that Chargor is obliged to do (but has not done within 5 Business Days of being notified by the Security Trustee of such failure and being requested to comply) in accordance with this Debenture, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and
- (b) following the occurrence of an Event of Default, enable the Security Trustee or any such nominee and/or Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Debenture or by statute in relation to this Debenture or the Assets charged, or purported to be charged, by it.

18.2 **Ratification:** Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to his appointment under this clause.

18.3 **Sums recoverable:** All sums expended by the Security Trustee, any nominee and/or any Receiver under this Clause 18 shall be recoverable from each Chargor under the terms of clause 7 (*Costs and Expenses*) and clause 8 (*Indemnities*) of the Security Trustee Deed.

19. OTHER POWERS EXERCISABLE BY THE SECURITY TRUSTEE

19.1 **Receiver's powers:** All powers of a Receiver conferred by this Debenture may be exercised by the Security Trustee after this Debenture has become enforceable. In that event, paragraph (i) of Clause 17 (*Powers of a Receiver*) shall be read and construed as if the words "be charged on the Assets of the relevant Chargor" were substituted for the words "be deemed an expense properly incurred by the Receiver".

19.2 **Receipt of debts:** Following the occurrence of an Event of Default, the Security Trustee, its nominee or any manager, officer or agent of the Security Trustee is hereby irrevocably empowered to:

- (a) receive all trade debts and other debts and claims which may be assigned to the Security Trustee pursuant to this Debenture and/or under any other Transaction Security Document;
- (b) on payment give an effectual discharge for them and on non-payment to take and institute (if the Security Trustee in its sole discretion so decides) all steps and proceedings either in the name of the relevant Chargor or in the name of the Security Trustee for their recovery; and
- (c) agree accounts and make allowances and give time to any surety.

Each Chargor ratifies and confirms whatever the Security Trustee or any manager or officer of the Security Trustee shall do or purport to do under this clause.

19.3 **Security Trustee's powers:** The Security Trustee shall have no liability or responsibility to any Chargor arising out of the exercise or non-exercise of the powers conferred on it by this Clause 19, except for gross negligence or wilful default.

19.4 **No duty of enquiry:** The Security Trustee need not enquire as to the sufficiency of any sums received by it in respect of any debt or claim or make any claim or take any other action to collect in or enforce them.

20. APPLICATION OF MONEY RECEIVED BY THE SECURITY TRUSTEE OR A RECEIVER

20.1 **Order of priority:** Any money received or realised under the powers conferred by this Debenture shall be paid or applied in accordance with the terms of the Intercreditor Agreement.

20.2 **Suspense account:** Until all the Secured Sums have been unconditionally and irrevocably paid and discharged in full, the Security Trustee may place and keep to the credit of an interest bearing suspense account any money received from or realised in respect of any Chargor's liability under this Debenture. The Security Trustee shall have no intermediate obligation to apply such money in or towards the discharge of any of the Secured Sums. Amounts standing to the credit of any such suspense account shall bear interest at a rate considered by the Security Trustee in good faith to be a fair market rate.

20.3 **Discretion to apply:** Until all Secured Sums have been unconditionally and irrevocably paid and discharged in full, the Security Trustee may refrain from applying or enforcing any other moneys, security or rights held by it in respect of the Secured Sums or may apply and enforce such moneys, security or rights in such manner and in such order as it shall decide in its unfettered discretion.

21. PROTECTION OF THIRD PARTIES

21.1 **No duty to enquire:** No purchaser from, or other person dealing with, the Security Trustee, its nominee or any Receiver or administrator appointed under this Debenture shall be concerned to enquire whether any of the powers which the Security Trustee has exercised or purported to exercise has arisen or become exercisable, or whether this Debenture has become enforceable, or whether any nominee, Receiver or administrator has been validly appointed, or whether any event or cause has happened to authorise the Security Trustee, any nominee or a Receiver or administrator to act or as to the propriety or validity of the exercise or purported exercise of any such power, and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

21.2 **Receipt:** The receipt of the Security Trustee shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any money paid to or by the direction of the Security Trustee.

22. PROTECTION OF THE SECURITY TRUSTEE, ANY NOMINEE AND RECEIVER

22.1 **Limitation:** Neither the Security Trustee nor any nominee nor Receiver shall be liable in respect of any Liability which arises out of the exercise or the purported exercise of, or the failure to exercise, any of their respective powers under or by virtue of this Debenture, except if and in so far as such Liability results from its own gross negligence or wilful default.

22.2 **Entry into possession:** Without prejudice to the generality of Clause 22.1 (*Limitation*), neither the Security Trustee, any nominee nor any Receiver shall be liable to account as mortgagee in possession or otherwise for any sum not actually received by it or him

respectively. If and whenever the Security Trustee, or any nominee enters into possession of any Assets, it shall be entitled at any time at its discretion to go out of possession.

23. SECURITY TRUSTEE

23.1 Security Trustee as trustee: The Security Trustee declares itself to be a trustee of this Debenture (and any other Security created in its favour pursuant to this Debenture) for the Beneficiaries. The retirement of the person for the time being acting as Security Trustee and the appointment of a successor shall be effected in the manner provided for in the Security Trustee Deed.

23.2 Trustee Act 2000: The Parties agree that the Security Trustee shall not be subject to the duty of care imposed on trustees by the Trustee Act 2000.

23.3 No partnership: Nothing in this Debenture shall constitute or be deemed to constitute a partnership between any of the Beneficiaries and the Security Trustee.

23.4 Indemnity to the Security Trustee: Each Chargor expressly agrees and acknowledges that the Security Trustee and every Receiver shall benefit from the indemnity contained in clause 7 (*Costs and Expenses*) and clause 8 (*Indemnities*) of the Security Trustee Deed.

24. INTEREST ON OVERDUE AMOUNTS

Any amount not paid in accordance with this Debenture when due shall carry interest at the rate and in accordance with the terms contained in the relevant Debt Document in relation to overdue sums or at such other rate as may be agreed between the relevant Chargor and Beneficiary from time to time.

25. SET-OFF

After the occurrence of an Event of Default, the Security Trustee may (but is not obliged to) retain any money it is holding (in any capacity) standing to the credit of any Chargor in any currency upon any account or otherwise (whether or not in such Chargor's name) as cover for any Secured Sums and/or at any time or times without notice to such Chargor set off all or any of such money against all or such part of the Secured Sums due, owing or incurred by that Chargor as the Security Trustee may select. If the obligations are in different currencies, the Security Trustee may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

26. TRANSFER BY A BENEFICIARY

(a) Any Beneficiary may at any time assign and transfer all or any of its rights in relation to this Debenture to any person or otherwise grant an interest in them to any person to the extent that it is permitted to transfer its rights under the terms of the Debt Documents.

(b) The Security Trustee may assign and transfer all of its rights and obligations under this Debenture to any replacement Security Trustee appointed in accordance with the Security Trustee Deed. Upon such assignment and transfer becoming effective, the replacement Security Trustee shall be, and be deemed to be, acting as agent and trustee for each of the Beneficiaries (including itself) for the purposes of this Debenture in replacement of the previous Security Trustee.

27. ACCESSION OF A NEW CHARGOR

27.1 Method: Any member of the Group may at any time, with the prior written approval of the Security Trustee, become a party to this Debenture by delivering to the Security Trustee in form and substance satisfactory to it:

- (a) a Deed of Accession and Charge; and
- (b) certified extracts from the minutes of a meeting of its Board of Directors evidencing the due authorisation and execution of the Deed of Accession and Charge and any other conditions precedent required by the Debt Documents.

27.2 New Chargor bound: The New Chargor shall become a Chargor under this Debenture with effect from the time when the Deed of Accession and Charge takes effect, at which point:

- (a) the New Chargor shall become bound by all the terms of this Debenture and shall assume the same obligations as "Chargor" as if it were an original Party to this Debenture; and
- (b) the other Chargors shall assume the same obligations in respect of the New Chargor as if it were an original Party to this Debenture.

28. RELEASE OF SECURITY

28.1 Redemption: Subject to Clause 28.2 (*Avoidance of Payments*), if all Secured Sums have been unconditionally and irrevocably paid in full and none of the Beneficiaries are under any further actual or contingent liability to make advance or provide other financial accommodation to any person under any Debt Document, the Security Trustee will (at the request and cost of the Chargors), execute and do all such reasonable acts as may be necessary to release the Assets from the Security constituted by this Debenture. Such release shall not prejudice the Security Trustee's rights under the Security Trustee Deed.

28.2 Avoidance of Payments: If the Security Trustee has reasonable grounds to consider that any amount received in payment or purported payment of the Secured Sums is capable of being avoided or reduced by virtue of any insolvency, bankruptcy, liquidation or other similar laws, the liability of each Chargor under this Debenture and the Security constituted by this Debenture shall continue and such amount shall not be considered to have been irrevocably paid.

29. THIRD PARTY RIGHTS

29.1 Directly enforceable rights: Pursuant to the Contracts (Rights of Third Parties) Act 1999:

- (a) the provisions of Clause 25 (*Set-off*), and Clause 26 (*Transfer by a Beneficiary*) shall be directly enforceable by a Beneficiary;
- (b) the provisions of Clause 16 (*Appointment of a Receiver or an Administrator*) to Clause 22 (*Protection of the Security Trustee, any Nominee and Receiver*) inclusive shall be directly enforceable by any nominee or Receiver; and
- (c) the provisions of Clause 21 (*Protection of third parties*) shall be directly enforceable by any purchaser.

29.2 Exclusion of Contracts (Rights of Third Parties) Act 1999: Save as otherwise expressly provided in Clause 29.1 (*Directly enforceable rights*), no person other than a Party shall have any right by virtue of either the Contracts (Rights of Third Parties) Act 1999 or any other provision of English law under which rights might accrue to persons other than a Party, to enforce any term (express or implied) of this Debenture.

- 29.3 **Rights of the Parties to vary:** The Parties (or the Parent, on behalf of the Chargors, and the Security Trustee (on behalf of the Beneficiaries)) may by agreement vary any term of this Debenture (including this Clause 29) without the necessity of obtaining any consent from any other person.

30. **JOINT AND SEPARATE LIABILITY**

All covenants, agreements, representations and warranties on the part of the Chargors contained in this Debenture are given by them jointly and separately and shall be construed accordingly.

31. **FORBEARANCE, SEVERABILITY, VARIATIONS AND CONSENTS**

- 31.1 **Delay etc:** All rights, powers and privileges under this Debenture shall continue in full force and effect, regardless of any Beneficiary, nominee or Receiver exercising, delaying in exercising or omitting to exercise any of them.
- 31.2 **Severability:** No provision of this Debenture shall be avoided or invalidated by reason only of one or more other provisions being invalid or unenforceable.
- 31.3 **Illegality, invalidity, unenforceability:** Any provision of this Debenture which is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Debenture.
- 31.4 **Variations:** No variation of this Debenture shall be valid and constitute part of this Debenture, unless such variation shall have been made in writing and signed by the Security Trustee (on behalf of the Beneficiaries) and the Parent (on behalf of the Chargors) or by all Parties.
- 31.5 **Consents:** Save as otherwise expressly specified in this Debenture, any consent of the Security Trustee may be given absolutely or on any terms and subject to any conditions as the Security Trustee may determine in its entire discretion.

32. **COUNTERPARTS**

This Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures were on a single copy of this Debenture.

33. **NOTICES**

- 33.1 **Notices provision:** Any communications to be made under or in connection with this Debenture shall be made in accordance with the notice provisions of the Loan Note Documents.
- 33.2 **Addresses:** If no address and email address has been provided for any Chargor under the Loan Note Documents, then the address and email address (and the officer, if any, for whose attention the communication is to be made) of each Chargor for any communication or document to be made or delivered under or in connection with the Debt Documents is that identified with its name in Schedule 1 (*The Chargors*) of this Debenture or Schedule 2 of any Deed of Accession or any substitute address, email address or department or officer as that Chargor may notify to the Security Trustee by not less than five Business Days' notice.

34. **SECURITY TRUSTEE**

The Security Trustee Deed shall govern the Security Trustee's rights, obligations and duties under this Debenture as if set out in this Debenture in full.

35. **GOVERNING LAW**

This Debenture and all non-contractual obligations arising in any way whatsoever out of or in connection with this Debenture shall be governed by, construed and take effect in accordance with English law.

36. **ENFORCEMENT**

36.1 **Jurisdiction:**

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture or any claim for set-off) or the legal relationships established by this Debenture (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by a Chargor.
- (b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, that Chargor shall bring such counter-claim before the court seized of the Beneficiary's claim and no other court.
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude any Beneficiary from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.
- (d) To the extent allowed by law, each Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

36.2 **Service of process:** Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than a Chargor incorporated in England and Wales):

- (a) irrevocably appoints the Parent as its agent for service of process in relation to any proceedings before the English courts in connection with this Debenture; and
- (b) agrees that failure by a process agent to notify the relevant Chargor of the process will not invalidate the proceedings concerned.

THIS DEBENTURE has been executed by each Chargor as a deed and signed by the Security Trustee and it has been delivered and shall take effect on the date stated at the beginning of this document.

SCHEDULE 1

THE CHARGORS

Name of Chargor	Registered Number	Address for Service
Wavenet Group Holdings Limited	11486047	Registered address: Second Floor One Central Boulevard, Central Boulevard, Blythe Valley Park, Shirley, Solihull, England, B90 8BG
Robin Topco Limited	10289095	Registered address: Wavenet Group, Second Floor One Central Boulevard, Central Boulevard, Blythe Valley Park, Shirley, Solihull, England, B90 8BG Email address: topco@wavenetuk.com
Robin Midco Limited	10289677	Registered address: Wavenet Group, Second Floor One Central Boulevard, Central Boulevard, Blythe Valley Park, Shirley, Solihull, England, B90 8BG Email address: topco@wavenetuk.com
Robin Bidco Limited	10290340	Registered address: Wavenet Group, Second Floor One Central Boulevard, Central Boulevard, Blythe Valley Park, Shirley, Solihull, England, B90 8BG Email address: topco@wavenetuk.com
Wavenet (Holdings) Limited	09056366	Registered address: Wavenet Group, Second Floor One Central Boulevard, Central Boulevard, Blythe Valley Park, Shirley, Solihull, England, B90 8BG Email address: topco@wavenetuk.com
Wavenet Limited	03919664	Registered address: Wavenet Group, Second Floor One Central Boulevard, Central Boulevard, Blythe Valley Park, Shirley, Solihull, England, B90 8BG Email address: topco@wavenetuk.com
Talk Internet Limited	03034179	Registered address: Wavenet Group, Second Floor One Central Boulevard, Central Boulevard, Blythe Valley Park, Shirley, Solihull, England, B90 8BG Email address: topco@wavenetuk.com
Swains Limited	04327037	Registered address: Wavenet Group, Second Floor One Central Boulevard, Central Boulevard, Blythe Valley Park,

		<p>Shirley, Solihull, England, B90 8BG</p> <p>Email address: topco@wavenetuk.com</p>
<p>APR Telecoms (Maintenance) Limited</p>	<p>03250247</p>	<p>Registered address: Wavenet Group, Second Floor One Central Boulevard, Central Boulevard, Blythe Valley Park, Shirley, Solihull, England, B90 8BG</p> <p>Email address: topco@wavenetuk.com</p>

SCHEDULE 2

REGISTERED LAND TO BE MORTGAGED

Name of Chargor	Description of Property	Title Number

Unregistered land subject to first registration upon the execution of this Debenture

None at the date of this Debenture.

The address for service of the Security Trustee in the case of registered land is Beech Tree Private Equity Partners, L.P. (Address: First Floor Suite 3 Building Two The Colony Altrincham Road, Wilmslow, SK9 4LY. Attention: Adam Rudd/Paul Franks)

SCHEDULE 3

FORM OF DEED OF ACCESSION AND CHARGE FOR A NEW CHARGOR

THIS DEED OF ACCESSION AND CHARGE is made on [●] 20[●]

BETWEEN:

- (1) [NEW CHARGOR] (registered in [England and Wales] under number [●]) (the "New Chargor");
- (2) ROBIN TOPCO LIMITED (registered in England and Wales under number 10289095) (the "Parent"); and
- (3) BEECH TREE PRIVATE EQUITY PARTNERS, L.P. (the "Security Trustee").

WHEREAS:

- (A) This Deed is supplemental to a Debenture (the "Principal Deed") dated [●] 2016 between (1) the [Original Chargors] and (2) the Security Trustee as agent and trustee for the Beneficiaries named in the Principal Deed (the "Beneficiaries").

[Note: Set out details of any previous Deed of Accession and Charge.]

- (B) The New Chargor has agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Trustee (acting as security agent and trustee for the Beneficiaries), all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed.

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Incorporation:** Words or expressions defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed.
- 1.2 **Additional Definitions:** In this Deed:

"Account Bank" means any bank or financial institution with which the Chargors maintain a Bank Account.

"Bank Account" means any account with any bank or financial institution in which any Chargor now or in the future has an interest including any replacement or substitute or subdivision or sub account of that account and to the extent of such interest, all credit balances now or in the future on such accounts and all Related Rights.

"Insurance Policy" means any contract or policy of insurance of any Chargor (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest at any time but excluding any liability insurance and any directors' and officers' insurance.

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights.

"Intellectual Property Rights" in relation to a Chargor, means all and any of its Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to Clauses 3.2(xiii) to 3.2(xviii) (Fixed security) inclusive (or pursuant to the equivalent provisions in any Deed of Accession and Charge).

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise.

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including fixed plant or machinery from time to time situated on or forming part of such land, trade and tenant's fixtures) and includes all Related Rights.

"Material Intellectual Property" means any Intellectual Property owned by a Chargor which is material in the context of its business and which is required by it in order to carry on its business as it is being conducted (including but not limited to Specified Intellectual Property).

"Material Land" means all Land other than:

- (a) Restricted Land;
- (b) leasehold property of a Chargor with a term of less than 15 years left to run; or
- (c) freehold property with a value of less than £500,000.

"Mortgaged Land" means any property specified in Schedule 2 (*Registered Land to be Mortgaged*) Deed of Accession and Charge.

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

- (a) the proceeds of sale 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, contracts, warranties, negotiable instruments, remedies, Security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset;
- (e) in relation to any Mortgaged Land, each and every part of that Mortgaged Land, including the land, cellars, eaves, buildings, structures, fixtures and fittings (including such trade fixtures and fittings, furnishings and Equipment in which a Chargor has an interest) now or in the future on that property and all easements and other rights attaching to that property;
- (f) in relation to any Mortgaged Land, the benefit of any undertakings, servitudes, covenants or warranties in respect of that property or any moneys paid or payable in respect of those undertakings, servitudes, covenants or warranties.

"Relevant Account" means the Specified Bank Accounts (and any renewal or redesignation of any such account) and any other Bank Account that may from time to time be identified in

writing as a Relevant Account by the Security Trustee and any Chargor (and any replacement or substitute account or any subdivision or sub account of such account)

"Restricted IP" means any Intellectual Property owned by or licensed to a Chargor which, in each case, precludes either absolutely or conditionally that Chargor from creating a charge over its interest in that Intellectual Property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(b) (*Third Party Consents*).

"Restricted Land" means any leasehold property held by a Chargor under a lease which precludes either absolutely or conditionally that Chargor from creating a mortgage or charge over its leasehold interest in that property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(b) (*Third Party Consents*).

"Specified Bank Accounts" means the Bank Accounts described in Schedule 4 (*Specified Bank Accounts*).

"Specified Intellectual Property" means the Intellectual Property listed in Schedule 2 (*Specified Intellectual Property*).

"Specified Investments" means, in relation to a Chargor, all Investments which at any time:

- (a) represent a holding in a Subsidiary of such Chargor or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Companies Act 2006 "30 per cent or more" were substituted for "a majority";
- (b) are held in the name of the Security Trustee or its nominee or to its order; or
- (c) that Chargor has deposited certificates in respect of with the Security Trustee or which, if uncertificated, are held in an escrow or other account in favour of the Security Trustee or its nominee.

"Structural Intra-Group Loans" means any loans made by one member of the Group to another member of the Group specified in the Structure Memorandum Interpretation.

2. ACCESSION BY THE NEW CHARGOR TO THE PRINCIPAL DEED

- 2.1 **Accession:** The New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor.
- 2.2 **Covenant to pay:** The New Chargor (as primary obligor and not merely as surety) covenants with the Security Trustee that it will pay or discharge the Secured Sums when due at the times and in the manner provided in the relevant Debt Documents including any liability in respect of future advances made under the Debt Documents.
- 2.3 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.
- 2.4 **Parent's agreement to the accession:** The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to the New Chargor's accession.

3. **ASSIGNMENTS**

[Incorporate in the execution copy of the deed of accession the relevant final text from Clause 3.1 (Security assignments) of the Principal Deed. This will include the assignment of Insurance Policies as a minimum.]

4. **FIXED SECURITY**

[Incorporate in the execution copy of the deed of accession the final text from Clause 3.2 of the Principal Deed with consequential changes. Note: where the New Chargor has real property, intercompany debts or IP it will be scheduled and a definition included of Specified Intellectual Property and Intra-Group Loans.]

5. **CREATION OF FLOATING CHARGE**

5.1 *[Incorporate in the execution copy of the deed of accession the final text from Clause 3.3 of the Principal Deed with consequential amendments.]*

5.2 The parties agree (without limitation to the general nature of the New Chargor's accession to the Principal Deed contained in Clause 2) that the crystallisation provisions contained in Clause 4 of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed.

6. **NEGATIVE PLEDGE AND OTHER RESTRICTIONS**

Without the prior written consent of the Security Trustee, except as specifically permitted by the Debt Documents, the New Chargor shall not:

- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.

7. **RIGHT OF APPROPRIATION**

7.1 The parties acknowledge and intend that the charges over the New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.

7.2 The Security Trustee may, on or at any time after the security constituted by this Deed becomes enforceable in accordance with the terms of the Principal Deed, by notice in writing to the New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Trustee or otherwise.

7.3 The value of any Financial Collateral appropriated under Clause 7.2 shall be:

- (a) in the case of cash, its face value at the time of appropriation; and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Trustee by reference to a public index or other applicable generally recognised price source or such other process as the Security Trustee may select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Trustee,

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Trustee.

- 7.4 The Security Trustee will account to the New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums and the New Chargor shall remain liable to the Security Trustee for any amount by which the value of the appropriated Assets is less than the Secured Sums.
- 7.5 The New Chargor agrees that the method of valuing such Financial Collateral under Clause 7.3 is commercially reasonable.

8. APPLICATION TO THE LAND REGISTRY

The New Chargor:

- (a) in relation to each register of title of any present and future Material Land of the New Chargor which is charged to the Security Trustee under this Deed, consents to the Security Trustee (or its solicitors) at any time submitting to the Land Registry:
- (i) a form AP1 (application to change the register) in respect of the security created by this Deed;
 - (ii) a form AN1 (application to enter an agreed notice) in respect of the security created by this Deed;
 - (iii) a form RX1 (application to register a restriction) in the following terms:
"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [●] referred to on the charges register or their conveyancer.", and
 - (iv) a form CH2 (application to enter an obligation to make further advances); and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 3.2 (*Fixed security*) at its own expense, immediately following its execution of this Deed.

9. POWER OF ATTORNEY

- 9.1 **Appointment of attorney:** The New Chargor, by way of security and to more fully secure the performance of its obligations under this Debenture, hereby irrevocably appoints the Security Trustee (whether or not a Receiver or administrator has been appointed) and separately any nominee and/or any Receiver to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf at any time to:
- (a) do anything which the New Chargor is obliged to do (but has not done within 5 Business Days of being notified by the Security Trustee of such failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document;
 - (b) following the occurrence of an Event of Default, enable the Security Trustee or any such Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.
- 9.2 **Ratification:** The New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

- 9.3 **Sums recoverable:** All sums expended by the Security Trustee or any Receiver under this clause shall be recoverable from the New Chargor under clause 7 (*Costs and Expenses*) and clause 8 (*Indemnities*) of the Security Trustee Deed.

10. **NOTICES**

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 33 (*Notices*) of the Principal Deed. The New Chargor's address for service is set out in Schedule 2 (*Notice Details*).

11. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

12. **GOVERNING LAW**

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

13. **ENFORCEMENT**

13.1 **Jurisdiction:**

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in anyway whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a "Dispute"), only where such Dispute is the subject of proceedings commenced by the New Chargor.
- (b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, that Chargor shall bring such counter-claim before the court seized of the Beneficiaries' claim and no other court.
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Beneficiaries from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.
- (d) To the extent allowed by law, the New Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

13.2 **Service of process:** Without prejudice to any other mode of service allowed under any relevant law, the New Chargor:

- (a) irrevocably appoints the Parent as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed; and
- (b) agrees that failure by a process agent to notify it of the process will not invalidate the proceedings concerned.

14. DEBT DOCUMENT

This Deed is a Debt Document.

This Deed of Accession and Charge has been executed by the New Chargor and the Parent as a deed and signed by the Security Trustee and it has been delivered and shall take effect on the date stated at the beginning of this document.

SCHEDULE 1 TO DEED OF ACCESSION

REGISTERED LAND TO BE MORTGAGED

Name of Chargor /Registered Proprietor	Description of Property	Title Number

Unregistered land subject to first registration upon the execution of this Deed

The address for service of the Security Trustee in the case of registered land is Beech Tree Private Equity Partners, L.P. (Address: First Floor Suite 3 Building Two The Colony Altrincham Road, Wilmslow, SK9 4LY. Attention: Adam Rudd/Paul Franks)

Note: Incorporate here full details of all Land to be mortgaged under Clause 3.2(a) (*Fixed security*) and which is registered at the Land Registry (this may include leases with at least 7 years left to run and other unregistered land which becomes the subject of first registration at the Land Registry on execution of the Deed of Accession). Any title numbers must be set out here.

SCHEDULE 2 TO DEED OF ACCESSION AND CHARGE
SPECIFIED INTELLECTUAL PROPERTY

SCHEDULE 4 TO DEED OF ACCESSION AND CHARGE
SPECIFIED BANK ACCOUNTS

SCHEDULE 5 TO DEED OF ACCESSION AND CHARGE

NOTICE DETAILS

[Set out here the notice details for the New Chargor]

EXECUTION PAGE TO DEED OF ACCESSION

EXECUTION

THE NEW CHARGOR

Executed as a deed by)
[New Chargor])
acting by a director in the presence of:)
)

Name of witness:

Signature:

Address:
.....

Occupation:

THE PARENT

Executed as a deed by)
WAVENET GROUP HOLDINGS LIMITED)
acting by a director in the presence of:)
)

Name of witness:

Signature:

Address:
.....

Occupation:

SECURITY TRUSTEE

Executed as a **DEED** by **BEECH TREE**)
PRIVATE EQUITY PARTNERS (GP) in its)
capacity as managing general partner for)
and on behalf of **BEECH TREE PRIVATE**)
EQUITY PARTNERS, L.P., acting by one)
director in the presence of:)
)

Name of witness:

Signature:

Address:
.....

Occupation:

SCHEDULE 4

SPECIFIED INTELLECTUAL PROPERTY

None at the date of this Debenture

SCHEDULE 5

SPECIFIED INVESTMENTS

Chargor	Name of company in which Securities are held	Securities held
Wavenet Group Holdings Limited	Robin Topco Limited	-
Robin Topco Limited	Robin Midco Limited	-
Robin Midco Limited	Robin Bidco Limited	100 Ordinary shares of £1.00 each
Robin Bidco Limited	Wavenet (Holdings) Limited	750 A Ordinary shares of £1.00 each 175 B Ordinary shares of £1.00 each 75 C Ordinary shares of £1.00 each
Wavenet (Holdings) Limited	Wavenet Limited	2,500 Ordinary shares of £1.00 each
Wavenet Limited	Talk Internet Limited	10,000 Ordinary shares of £1.00 each
Wavenet Limited	Swains Limited	78,937 Ordinary shares of £1.00 each
Wavenet Limited	APR Telecoms (Maintenance) Limited	100 Ordinary shares of £1.00 each

SCHEDULE 6

SPECIFIED BANK ACCOUNTS

Chargor	Bank	Account details
		Sort code – [-]
		Account number – [-]

SCHEDULE 7

FORMS OF NOTICE OF ASSIGNMENT/CHARGE

PART 1

Form of Notice of Assignment - Insurances

SERVED BY RECORDED DELIVERY OR BY HAND

To: *[insert name and address of Insurer]*

[Date]

Dear Sirs

Re: [describe relevant policies] between (1) you and (2) [insert name of Charging Company]

2. We give notice that, by a debenture (the "**Debenture**") dated [•] 2016 made between inter alia [•] (the "**Security Trustee**") and ourselves, we have assigned by way of security to the Security Trustee all our rights, title and interest from time to time in respect of any sums payable to us pursuant to the above referenced polic[y][ies] (together with any other agreement supplementing or amending the same, the "**Policies**").
3. We irrevocably authorise and instruct you from time to time to disclose to the Security Trustee (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure) such information relating to the Policies as the Security Trustee may from time to time request.

Following receipt of a notice from the Security Trustee notifying you that its security is enforceable, you shall:

- (a) hold all sums from time to time due and payable by you to us under the Policies to the order of the Security Trustee and to pay or release all or any part of those sums only in accordance with the written instructions given to you by the Security Trustee from time to time; and
- (b) comply with any written notice or instructions relating to the Debenture, the sums payable by you to us from time to time under the Policies (or the debts represented by them) which you may receive from the Security Trustee (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction).

Prior to receipt of such notice from the Security Trustee, you should continue to comply with our instructions in relation to the Policies and pay all sums due and payable under the Policies to us.

4. We irrevocably instruct you to note on the relevant Policies the Security Trustees interest as first priority assignee of the proceeds under the Policies and the rights, remedies, proceeds and claims referred to above.
5. This notice may only be revoked or amended with the prior written consent of the Security Trustee.

6. Please confirm your acknowledgement of this Notice by signing the acknowledgements set out at the foot of the enclosed duplicate hereof and by returning the same Beech Tree Private Equity Partners, L.P. (Address: First Floor Suite 3 Building Two The Colony Altrincham Road, Wilmslow, SK9 4LY. Attention: Adam Rudd/Paul Franks) (with a copy to us) that you:
- (a) accept the instructions and authorisations contained in this notice and undertake to comply with this notice; and
 - (b) have not received notice of the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them.
7. This notice is governed by English law.

Signed

.....
for and on behalf of

[Chargor]

[on copy]

To: Beech Tree Private Equity Partners, L.P. (Address: First Floor Suite 3 Building Two The Colony Altrincham Road, Wilmslow, SK9 4LY. Attention: Adam Rudd/Paul Franks)

Copy to: [Chargor]

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms.

for and on behalf of

[Name of Insurer]

Dated:

PART 2

Form of Notice of Assignment of Intra-Group Loans

Served By Recorded Delivery Or By Hand

To: [Intra Group Debtor]

[Date]

Dear Sirs,

Notice of Assignment

We refer to [describe Intra-Group Loan] (the "Intra Group Loan").

We refer to a debenture (the "Debenture") dated [●] 2016 made between, inter alia, [●] (the "Security Trustee") and ourselves. Terms defined in the Debenture are to have the same meanings in this letter.

We hereby give you notice that we have assigned by way of security all of our rights, title and interest from time to time in respect of the Intra-Group Loan to the Security Trustee by Clause 3.1 (*Security Assignments*) of the Debenture.

We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous directions which we may have given you to the contrary):

- unless otherwise directed by the Security Trustee, to furnish or disclose to the Security Trustee in addition to ourselves all notices, matters or things relating to the Intra-Group Loan; and
- to accept from and agree with the Security Trustee (and not ourselves) all claims under, discharges for and waivers, variations, terminations and cancellations of the Intra-Group Loan without any reference to or further authority from us.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Security Trustee together give you notice in writing revoking them.

This letter and all non-contractual obligations arising in any way whatsoever out of or in connection with this letter shall be governed by, construed and take effect in accordance with English law.

Please confirm your acknowledgement of this Notice by signing the acknowledgements set out at the foot of the enclosed duplicate hereof and by returning the same to Beech Tree Private Equity Partners, L.P. (Address: First Floor Suite 3 Building Two The Colony Altrincham Road, Wilmslow, SK9 4LY. Attention: Adam Rudd/Paul Franks)

Signed

.....
for and on behalf of

[Chargor]

[on copy]

Acknowledgement

To: Beech Tree Private Equity Partners, L.P. (Address: First Floor Suite 3 Building Two The Colony Altrincham Road, Wilmslow, SK9 4LY. Attention: Adam Rudd/Paul Franks)

We hereby acknowledge receipt of a notice of assignment from [Chargor] (the "Assignor") of which the attached is a copy (the "Notice of Assignment").

We confirm that:

- (a) we have not received notice of any other assignment of the Intra-Group Loan described in the Notice of Assignment or any interest therein;
- (b) we will not, without the prior written consent of the Security Trustee, vary, rescind or otherwise alter or terminate the terms of the Intra-Group Loan or in any way prejudice the rights of the Security Trustee and the Beneficiaries in respect of the Intra-Group Loan; and
- (c) we confirm that we will act in accordance with the instructions given by the Assignor in the Notice of Assignment.

For and on behalf of

.....
[Intra-Group Debtor]

Dated:

PART 3

Form of Notice to Account Bank for a Relevant Bank Account

To: [name of Account Bank]

[address]

Dated: [●]

Dear Sirs

[●] (the "Chargor")

[number and description of the relevant account] (the "**Specified Accounts**"): debenture dated [●] 2016 made between, amongst others, the Chargor and Beech Tree Private Equity Partners, L.P. as Security Trustee (the "**Debenture**")

1. Pursuant to the Debenture, the Chargor has charged by way of first fixed charge in favour of the Security Trustee all its rights to, and interest in, the balance standing from time to time to the credit of the Specified Accounts and any other bank account maintained with you and the debts represented by them (the "Accounts"). A copy of the Debenture is enclosed. The Debenture prohibits any dealing with the Accounts except with the consent of the Security Trustee as provided in the Deed.
2. The Chargor hereby irrevocably and unconditionally instructs and authorises you:
 - (a) to disclose to the Security Trustee any information relating to the Accounts which the Security Trustee requests you to disclose;
 - (b) to pay or to release any moneys standing to the credit of the Accounts, in accordance with any instructions which you receive from the Security Trustee;
 - (c) following notice from the Security Trustee that the Security created under the Deed has become enforceable, not to permit any withdrawal by the Chargor of any moneys standing to the credit of the Accounts, without the prior written consent of the Security Trustee and to hold all such moneys to the order of the Security Trustee; and
 - (d) to comply with the terms of any written notices or instructions relating to the Deed and/or the Accounts and the debts represented by them which you receive from the Security Trustee.
3. The Security Trustee hereby confirms that it consents to the following transactions in relation to the Accounts.
 - (a) you may collect and pay to the credit of any Specified Accounts the proceeds of credits for the account of the Chargor;

- (b) you may make payments to third parties or to other Accounts in the name of the Chargor on the instructions of the Chargor and debit the amounts involved to any Accounts;
- (c) you may debit to any Account amounts due to you from the Chargor for operating such account subject to the provisions of the Facilities Agreement and the Intercreditor Deed; and
- (d) in order to enable you to make available net overdraft facilities on the Accounts, you may set-off debit balances against credit balances on any of the following Accounts:

[Specify accounts and account numbers]

- 4. You shall transfer amounts standing to the credit of the Specified Accounts into another Account and shall not otherwise, without the prior written consent of the Security Trustee, make any payments or transfers from the Specified Accounts.
- 5. The Security Trustee may, by notice to you, amend or withdraw the consents given in paragraph 3 above.
- 6. [If the consent referred to in paragraph 3(d) above is withdrawn, you may immediately set-off debit balances and credit balances on the Accounts existing immediately prior to the receipt by you of the notice of such withdrawal.]
- 7. The instructions and authorisations which are contained in this letter shall remain in full force and effect until the Chargor and the Security Trustee together give you notice in writing revoking or amending them. You may comply with the instructions contained in this letter without further authority from the Chargor.
- 8. The instructions and authorisations in this letter supersede any instructions and authorisations to the contrary given to you by or on behalf of any Chargor.
- 9. This letter is governed by English law.

Please acknowledge your acceptance of the instructions and authorisations contained in this notice by signing the attached Form of Acknowledgement and returning the same Beech Tree Private Equity Partners, L.P. (Address: First Floor Suite 3 Building Two The Colony Altrincham Road, Wilmslow, SK9 4LY. Attention: Adam Rudd/Paul Franks) with a copy to us.

Yours faithfully

[name of Chargor]

[name of Security Trustee]

By

Authorised Signatory

By

Authorised Signatory

[ON COPY]

Acknowledgment

To: Beech Tree Private Equity Partners, L.P.

Address: First Floor Suite F, The Maltsters, Wetmore Road, Burton On Trent, Staffordshire,
DE14 1LS

Attention: [-]

Copy: [Chargor]

Dear Sirs

Debenture dated [●] 2016 between [●] as Security Trustee and [●] as Chargor (the "Deed")

We hereby acknowledge receipt of the notice (a copy of which is attached hereto) dated [●] 2016 and addressed to us by you regarding the Accounts and confirm that we:

- (a) accept the instructions and authorisations contained in the notice and agree to comply with the terms thereof;
- (b) do not have, and will not make or exercise, any claims or demands, any rights of counterclaim, Security, rights of set-off or rights against the Chargor in respect of the Accounts and/or the debts represented by them [other than in respect of fees for operating the accounts];
- (c) have not received notice of any interest of any third party in any Account and/or the debts represented by them and to our knowledge there are no restrictions on the creation of Security over the Accounts pursuant to the Deed; and
- (d) [shall not permit any amount to be withdrawn from any Account save as permitted by the notice or with your prior written consent.]

We agree that, in the event that we become aware at any time that any person other than yourselves has or will have any right or interest in the Accounts and/or the debts represented by them, we will promptly notify you.

The only Account[s] maintained with us [is] [are] the Specified Account[s] referred to in the notice [and [●]].

Yours faithfully

.....
[name of bank]

SCHEDULE 8

REAL PROPERTY UNDERTAKINGS

1. **Adverse Rights:** Each Chargor, save with the consent of the Security Trustee, shall not create or permit to arise any overriding interest or any easement or right which might be reasonably likely to adversely affect, in any material respect, the value of the Charged Real Property or of any Fixtures thereon.
2. **Registration:** Each Chargor must promptly provide, if so requested by the Security Trustee:
 - (a) a clear Land Charges Registry search against each Chargor or clear Land Registry priority search results in favour of the Security Trustee on the appropriate Land Registry forms against all of the registered titles comprising each Chargor's interests comprised within the Charged Real Property and giving not less than 28 days priority;
 - (b) appropriate Land Registry application forms duly completed accompanied by all necessary Land Registry fees; and
 - (c) notice to the reversioner of the assignment/transfer of any headlease to the relevant Chargor and the charging of that headlease to the Security Trustee, together with the appropriate registration fees, where such notification is required under those headleases.
3. **Enforcement of Lessee's Covenants:** Each Chargor shall:
 - (a) not accelerate or defer payment of any moneys due or agree to any reduction in rent or waive or vary any obligation under the terms of any lease or other property agreement and duly and promptly implement any rent review under the same but not agree to the reviewed rent or appoint or agree to the appointment of a third party to determine the same without the prior written approval of the Security Trustee; and
 - (b) give prompt notice in writing to the Security Trustee if any tenant, lessee or licensee shall withhold rent or exercise any right of set-off against sums payable under any property agreement or purports, attempts or threatens to do so.
4. **Compulsory Acquisition:** Each Chargor shall not, without the consent of the Security Trustee, enter into any negotiations with any competent agency of any state with regard to the compulsory acquisition of any Charged Assets nor consent to the compulsory acquisition thereof. However, if so requested by the Security Trustee such Chargor shall permit the Security Trustee or its representatives to conduct such negotiations or give such consent on such Chargor's behalf.
5. **Affixing of Charged Assets:** Each Chargor shall not fix or permit the affixing of the Charged Assets to any Real Property other than Charged Real Property.
6. **Rent Reviews:** Each Chargor shall comply with any rent review procedures in leases comprised within Charged Real Property and not agree to any revised rent without the prior written consent of the Security Trustee.
7. **Planning:** No Chargor shall, without the prior written consent of the Security Trustee, carry out or permit to be carried out on any part of its Charged Real Property any development (within the meaning of that expression in the Planning Acts) nor to make any application for

planning permission for the development or change of use or its Charged Real Property or carry out any work for which planning permission has been granted or enter into any agreement under section 106 of the Town and Country Planning Act 1990, section 33 of the Local Government (Miscellaneous Provisions) Act 1982 or any other agreement with any local government, planning or other regulatory authority to build roads, amenities or carry out other works.

8. VAT: No Chargor shall elect to charge value added tax or to transfer the right to recover or levy value added tax or to treat supplies made by it as taxable supplies for the purposes of value added tax or fail to do any of the foregoing without the prior written consent of the Security Trustee.
9. Repair: Each Chargor shall keep all buildings on its Charged Real Property in good and substantial repair] [no worse repair and condition than on the date of this Deed and shall keep all Fixtures and other Personal Chattels from time to time on or in any Charged Real Property belonging to it or its Subsidiaries in good and substantial repair and in good working order and will not, without the prior written consent of the Security Trustee, alter, pull down, remove or dispose of any of them, except in the ordinary course of repair, maintenance or improvement or as otherwise expressly permitted by the Loan Note Documents.
10. Building operations: Each Chargor shall complete with reasonable expedition any building operations approved by the Security Trustee, to the reasonable satisfaction of the Security Trustee and any competent authority and in conformity with all requisite planning and by-law consents.
11. Valuation reports: Each Chargor shall, promptly on receipt, cause a copy of each professional valuation report that it obtains in relation to its Charged Real Property to be provided to the Security Trustee.
12. No Building: No Chargor shall, without the prior written consent of the Security Trustee, save in the ordinary course of business where such works do not adversely affect the value of such Charged Real Property or as required by law or regulation, carry out any building work on its Charged Real Property, or make any structural alteration to any building on its Charged Real Property, or at any time sever, remove or dispose of any fixture on it.
13. No Onerous Obligations: No Chargor shall without the prior written consent of the Security Trustee, enter into onerous or restrictive obligations affecting its Charged Real Property or create or permit to arise any overriding interest or any easement or right whatever in or over it which would be reasonably likely to adversely affect its value or the value of the Security constituted by this Deed over it.
14. User: Each Chargor shall use its Charged Real Property only for such purpose or purposes as may from time to time be authorised as the permitted use or user thereof under or by virtue of the Planning Acts.
15. Investigation of Title: Each Chargor shall grant the Security Trustee or its lawyers on request all facilities within the power of the Chargor to enable such lawyers to carry out investigations of title of all or any part of the Chargor's Real Property which is or may become charged by it under this Deed and enquiries into such matters in connection therewith at the expense of the Chargor.
16. Certificate of Title: Each Chargor shall promptly on demand by the Security Trustee provide to the Security Trustee at the expense of the Chargor a certificate of title in such form as the

Security Trustee may reasonably require addressed to the Secured Parties or any of them or the Security Trustee for and on behalf of the Secured Parties in relation to any of its Real Property which is or may become charged by it under this Deed.

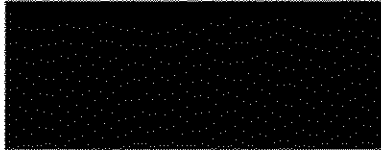
17. Notices: Each Chargor shall promptly deliver a copy of any material communication received by it which has been given with respect to any Charged Real Property and take such steps as the Security Trustee shall reasonably require in relation thereto.
18. Entry: Each Chargor shall permit the Security Trustee and any person nominated by it at all reasonable times and with reasonable prior notice to enter any of its Charged Real Property to view its condition.

EXECUTION PAGE

THE CHARGORS

Executed as a deed by
WAVENET GROUP HOLDINGS LIMITED
acting by a director in the presence of:

)
)
)
)



Name of witness:

Wyn Jones

Signature:



Address:


Everfleds Luttered
Birmingham

Occupation:

Solicitor

Executed as a deed by
ROBIN TOPCO LIMITED
acting by a director in the presence of:

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)
)
)



Name of witness:

Wyn Jones

Signature:



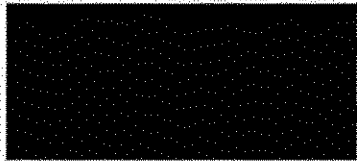
Address:

Everfleds Luttered
Birmingham

Occupation:

Solicitor

Executed as a deed by
ROBIN MIDCO LIMITED
acting by a director in the presence of:

)
)
)
)


Name of witness:

Wyn Jones

Signature:



Address:

65060 Sutterland
Brixton

Occupation:

Solicitor

Executed as a deed by
ROBIN BIDCO LIMITED
acting by a director in the presence of:

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)


Name of witness:

Wyn Jones

Signature:



Address:

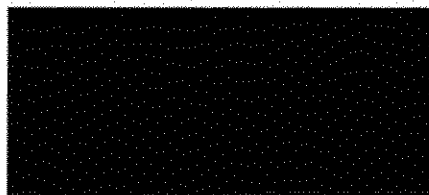
65060 Sutterland
Brixton

Occupation:

Solicitor

Executed as a deed by
WAVENET HOLDINGS LIMITED
acting by a director in the presence of:

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)
)



Name of witness:

Wyn Jones

Signature:



Address:

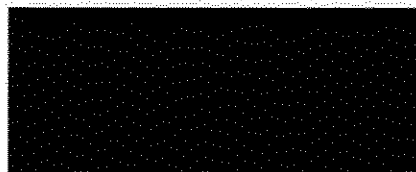
Everlode Street
Birmingham

Occupation:

Solicitor

Executed as a deed by
WAVENET LIMITED
acting by a director in the presence of:

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)



Name of witness:

Wyn Jones

Signature:



Address:

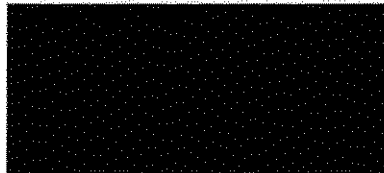
Everlode Street
Birmingham

Occupation:

Solicitor

Executed as a deed by
TALK INTERNET LIMITED
acting by a director in the presence of:

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)
)
)



Name of witness:

Wyn Jones

Signature:



Address:

65 Bleda Street
Bingley

Occupation:

Solicitor

Executed as a deed by
SWAINS LIMITED
acting by a director in the presence of:

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)



Name of witness:

Wyn Jones

Signature:



Address:

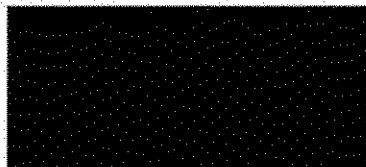
65 Bleda Street
Bingley

Occupation:

Solicitor

Executed as a deed by
APR TELECOMS (MAINTENANCE) LIMITED
acting by a director in the presence of:

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)
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)



Name of witness:

Wyn Jones

Signature:



Address:

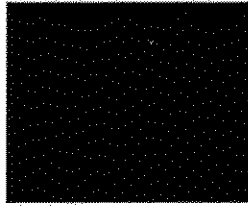
Erskine Bingham
Solicitor

Occupation:

SECURITY TRUSTEE

Executed as a deed by **BEECH TREE**
PRIVATE EQUITY PARTNERS (GP)
LIMITED in its capacity as managing general
partner for and on behalf of **BEECH TREE**
PRIVATE EQUITY PARTNERS, L.P., acting
by a director in the presence of:

)
)
)
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)
)
)



Name of witness:

W. S. S. S.

Signature:



Address:

Ever Meadow Cottage
Bingley

Occupation:

Solitary