



Registration of a Charge

Company name: **INTERROUTE VTESSE LIMITED**

Company number: **03900836**



X7CZS9A2

Received for Electronic Filing: **24/08/2018**

Details of Charge

Date of creation: **15/08/2018**

Charge code: **0390 0836 0009**

Persons entitled: **KEYBANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT (AS SECURITY TRUSTEE FOR THE SECURED PARTIES).**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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:

CLIFFORD CHANCE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3900836

Charge code: 0390 0836 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th August 2018 and created by INTERROUTE VTESSE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th August 2018 .

Given at Companies House, Cardiff on 29th August 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

THE COMPANIES IDENTIFIED IN SCHEDULE 1
AS ORIGINAL CHARGORS

AND

KEYBANK NATIONAL ASSOCIATION
AS ADMINISTRATIVE AGENT

DEBENTURE

CONTENTS

Clause	Page
1. Definitions and Interpretation	1
2. Covenant to Pay and Further Advances	7
3. Grant of Security	7
4. Restrictions on Dealing	11
5. Debts and Accounts	12
6. Insurance	13
7. Charged Properties	13
8. Equipment	15
9. Intellectual Property	16
10. Securities	16
11. Uncalled Capital	18
12. Power to Remedy	18
13. Enforcement	19
14. Administrator and Receiver.....	21
15. Amounts Received	22
16. Power of Attorney and Delegation.....	24
17. Protection of Security and Further Assurance.....	25
18. Costs and Indemnity.....	28
19. Miscellaneous	28
20. Demands and Notices	30
21. Assignment and Transfer.....	30
22. Release of Security.....	30
23. Additional Chargors	31
24. Governing Law.....	32
25. Jurisdiction of English Courts	32
26. Counterparts	32
Schedule 1 Original Chargors.....	33
Schedule 2 Properties Currently Owned.....	35
Part 1 Registered Land.....	35
Part 2 Unregistered Land	36
Schedule 3 Accounts.....	37
Schedule 4 Shares and Investments	42
Schedule 5 Form of Deed of Accession.....	44
Schedule 6	54

Part 1 Form of Notice of Charge to Third Party Bank.....54

Part 2 Form of Acknowledgement from Third Party Bank56

THIS DEBENTURE is dated 15 August 2018

PARTIES

- (1) **THE COMPANIES** whose names, registered numbers and registered offices are set out in Schedule 1 (the "**Original Chargors**"); and
- (2) **KEYBANK NATIONAL ASSOCIATION** acting through its office at 4900 Tiedeman Road; Mail Code: OH-01-49-0114, Brooklyn, Ohio 44144, USA as administrative agent and security trustee for the Secured Parties (the "**Administrative Agent**").

BACKGROUND

- (A) The Chargors are entering into this Debenture in connection with the Loan Documents.
- (B) The Administrative Agent and the Chargors intend this Debenture to take effect as a deed notwithstanding the fact that a party may only execute this Debenture under hand.
- (C) The Administrative Agent holds the benefit of this Debenture, including the security created and other rights granted in it to the Administrative Agent or any Secured Party, on trust as security trustee for the Secured Parties on the terms set out in the Credit Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless otherwise provided in this Debenture, or the context otherwise requires, terms defined in the Credit Agreement or in any other Loan Document shall have the same meaning where used in this Debenture, or any notice given under or in connection with this Debenture.

In this Debenture:

"Accounts" means all accounts, and all moneys from time to time standing to the credit (including any interest thereon) of such accounts and all rights in relation thereto, with any bank, building society, financial institution or other person (including any renewal, redesignation, replacement, subdivision or subaccount of such account) in any jurisdiction now or at any time hereafter (and from time to time) owned, operated or held by any Chargor or in which any Chargor has an interest, including without limitation, any account so detailed in Schedule 3 (*Accounts*).

"Additional Chargor" means any person which becomes a Chargor by executing a Deed of Accession.

"Administrator" means a person appointed in accordance with paragraph 14 of Schedule B1 of the Insolvency Act 1986 to manage a Chargor's affairs, business and property.

"Charged Assets" means all of the assets and undertaking of each Chargor for the time being subject to any Security created or expressed to be created by it in favour of the Administrative

Agent by or pursuant to this Debenture (and references to the Charged Assets include references to any part of them).

"Charged Properties" means the Material Properties.

"Chargor" means an Original Chargor or an Additional Chargor.

"Credit Agreement" means the credit agreement dated 31 May 2018 relating to a senior secured credit facility and made between (amongst others) GTT Communications, Inc. as a borrower, the lenders from time to time party thereto, the Administrative Agent, KeyBanc Capital Markets Inc., Credit Suisse Securities (USA) LLC, SunTrust Robinson Humphrey, Inc., Goldman Sachs Bank USA, Morgan Stanley Senior Funding, Inc., Citizens Bank, National Association and ING Capital LLC as joint lead arrangers and joint bookrunners and Credit Suisse AG, Cayman Islands Branch, KeyBank National Association, Suntrust Bank, Goldman Sachs Bank USA and Morgan Stanley Senior Funding, Inc. as syndication agents and Citizens Bank, National Association and ING Capital LLC as documentation agents;

"CREST" means the relevant system (as defined in the Uncertificated Securities Regulations 2001) in respect of which Euroclear UK & Ireland Limited is the Operator (as defined in those Regulations).

"Debts" means all book and other debts, of any kind whatsoever now or at any time hereafter (and from time to time) due, owing or payable to any Chargor or in which any Chargor has an interest and the proceeds of the same, including any claims or sums of money deriving from or in relation to any Intellectual Property, any Securities, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which any Chargor is a party and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same.

"Declared Default" means an Event of Default has occurred and is continuing in respect of which all of the Commitments of the Lenders have been terminated, a demand for repayment of the EMEA Facility Obligations has been served or the Administrative Agent has been instructed to exercise any of its rights and/or remedies pursuant to any Loan Document in each case in accordance with the terms of section 8.02 (*Remedies*) of the Credit Agreement.

"Deed of Accession" means a deed substantially in the form of Schedule 1 (*Form of Deed of Accession*) or in such form as may be agreed between the Administrative Agent and the relevant Additional Chargor.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Administrative Agent.

"Equipment" means all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property now or at any time hereafter (and from time to time) owned by any Chargor, and any part thereof, together with the benefit of all contracts and warranties relating to the same.

"Excluded Assets" means the assets described in section 2.02 of the US Pledge and Security Agreement.

"Fixed Security" means any mortgage, fixed charge or assignment expressed to be created by or pursuant to Clause 3.2 (*Fixed Security*) of this Debenture or pursuant to a Deed of Accession.

"Floating Charge Assets" means all the assets for the time being subject to the floating charge created by this Debenture (and references to the Floating Charge Assets include references to any part of it).

"Goodwill" means all goodwill now or at any time hereafter (and from time to time) of or in a Chargor.

"Insurance Policies" means all contracts and policies of insurance or assurance and all moneys payable under or pursuant to such policies, now or at any time hereafter (and from time to time) taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor may from time to time have an interest (as amended or supplemented) excluding, in each case, contracts and policies of insurance or assurance which relate to liabilities to third parties.

"Intellectual Property" means all interests in respect of any patent (including supplementary protection certificates), trade mark, service mark, trade name, registered design, design right, copyright, know-how, utility model, topographical or similar right, moral right, invention, confidential information, trade secret, database right, right in passing off and any other right in intellectual property subsisting anywhere in the world in any of the foregoing whether registered or unregistered and in each case, the benefit of any registrations, extensions, renewals or applications of or for the same, now or at any time hereafter (and from time to time) owned or held by any Chargor or (to the extent of its interest) in which any Chargor has an interest.

"LPA" means the Law of Property Act 1925.

"Material Properties" means any Real Property on which a Landing Site is located, to the extent that such Real Property has a fair market value in excess of US\$10,000,000 for any such Real Property and US\$50,000,000 in aggregate for all such Real Property not covered by any Security (in each case, with fair market value determined at the time of acquisition and agreed to by the Administrative Agent), and includes (but is not limited to) the properties listed in Schedule 2 (*Properties currently owned*) of this Debenture or in any Deed of Accession.

"Pension Fund Interests" means all interests and rights now or at any time hereafter (and from time to time) owned or held by any Chargor in relation to any pension fund.

"Property Interests" means all interests in or over the Charged Properties and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Charged Properties, in each case, now or at any time hereafter (and from time to time) owned or held by any Chargor.

"RBS Charge Accounts" means the account secured pursuant to the charge created by Hibernia Atlantic (UK) Limited in favour of The Royal Bank of Scotland Plc, dated 30 October 2009 and the account secured pursuant to the charge created by Hibernian Express (UK) Limited in favour of The Royal Bank of Scotland Plc, dated 15 September 2015.

"Receiver" means a person appointed by the Administrative Agent to be a receiver or receiver and manager or (if permitted by law) an administrative receiver of all or any part of the Charged Assets of any Chargor.

"Restrictions Notice" means a "restrictions notice" as defined in paragraph 1(2) of Schedule 1(B) of the Companies Act 2006.

"Secured Liabilities" means all Non-U.S. EMEA Credit Party Obligations and including all present and future liabilities and obligations at any time due, owing or incurred by each Non-U.S. Credit Party to any Secured Party under or in connection with the Loan Documents, both actual and contingent and whether incurred solely or jointly, as principal or surety and/or in any other capacity, including any liability in respect of any further advances made under the Loan Documents.

"Secured Parties" means the Secured Creditors to whom any Secured Liabilities are owed and any Receiver or Delegate.

"Securities" means any stocks, shares, debentures and other securities listed in Schedule 4 (*Shares and Investments*) or in any Deed of Accession and all other stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time hereafter (and from time to time) owned by any Chargor, or in which any Chargor has an interest, together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights, income, money or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof.

"Securities Issuer" means the issuer of any Securities.

"Securities System" means any securities system or other system or facility providing means for the deposit of and/or clearance of transactions in securities, whether established in the United Kingdom or elsewhere (including CREST).

"Securities System Rights" means all rights of any Chargor present or future (and from time to time) against the operator of any Securities System in relation to any Securities that are held in a Securities System or against any third party through whom such Chargor holds such Securities or against any custodian or participant in relation to any Securities.

"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 Period" means the period starting on the date of this Debenture and ending on the date on which the Security created under this Debenture is released in full pursuant to the terms of the Credit Agreement.

"Uncalled Capital" means all the uncalled capital now or at any time hereafter (and from time to time) of a Chargor.

"US Pledge and Security Agreement" means the US law pledge and security agreement dated 31 May 2018 between, among others, GTT Communications, Inc. and the Administrative Agent.

"Warning Notice" means a **"warning notice"** as defined in paragraph 1(2) of Schedule 1(B) of the Companies Act 2006.

1.2 Construction

- 1.2.1 Unless otherwise provided in this Debenture, the provisions of sections 1.02 (*Computation of Time Periods*), 1.03 (*Accounting Terms*) and 1.04 (*Terms*

Generally) of the Credit Agreement apply to this Debenture as though they were set out in full in this Debenture, *mutatis mutandis*.

1.2.2 In this Debenture (unless the context requires otherwise) any reference to:

- (a) a Chargor, a Credit Party, a Secured Party, a Securities Issuer, an Administrator or Receiver or any other person shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns, permitted transferees, and (in the case of any Administrator or Receiver) lawful substitutes and or replacements;
- (b) a Loan Document or any other agreement or instrument is a reference to that Loan Document or other agreement or instrument as amended, restated, modified or supplemented from time to time (however fundamentally, including any amendment providing for any increase in the amount of any facility or other liability) from time to time with the agreement of the relevant parties and (where such consent is, by the terms of any Loan Document or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior consent of the Administrative Agent;
- (c) "**assets**" includes present and future properties, revenues and rights of every description;
- (d) the Security constituted by this Debenture becoming "enforceable" shall mean that the Security created under this Debenture has become enforceable under Clause 13.1 (*Enforcement events*);
- (e) "**owned**" includes having legal or equitable title to or a right to have legal or equitable title transferred;
- (f) "**law**" includes the common law, any statute, bye-law, regulation or instrument and any kind of subordinate legislation, and any order, requirement, code of practice, circular, guidance note, licence, consent or permission made or given pursuant to any of the foregoing;
- (g) a provision of law is a reference to that provision as amended or re-enacted from time to time;
- (h) a time of day is a reference to London time;
- (i) any gender includes a reference to the other genders;
- (j) the singular includes a reference to the plural and *vice versa*; and
- (k) a clause or schedule is to a clause or schedule (as the case may be) of or to this Debenture.

1.2.3 Clause and schedule headings are for ease of reference only.

1.3 **Nature of security over real property**

A reference in this Debenture to any freehold or leasehold property includes:

- 1.3.1 all buildings, fixtures and fittings (including trade and tenant's fixtures) which are at any time situated on that property;
- 1.3.2 the proceeds of sale of any part of that property; and
- 1.3.3 the benefit of any covenants for title given or entered into by any predecessor in title of any Chargor in respect of that property or any monies paid or payable in respect of those covenants.

1.4 **Secured Liabilities**

References in this Debenture to the Secured Liabilities shall be construed in relation to the Loan Documents so as to include (i) any increase or reduction in any amount made available thereunder and/or any alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used, (ii) any ancillary facilities provided in substitution for or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing and (iv) any combination of any of the foregoing.

1.5 **Present and future assets**

The absence of incomplete details of any Charged Assets in any Schedule shall not affect the validity or enforceability of any Security under this Debenture.

1.6 **Administrative Agent assumes no obligation**

Subject to Clause 22 (*Release of security*), the Administrative Agent shall not be under any obligation in relation to the Charged Assets as a consequence of this Debenture and each Chargor shall at all times remain liable to perform all obligations in respect of the Charged Assets.

1.7 **Deeds of Accession**

This Debenture and each Deed of Accession (if any) shall be read together and construed as one instruments so that all references in this Debenture to "this Debenture" shall be deemed to include, where the context so permits, each Deed of Accession which has from time to time been entered into by Additional Chargors and all references in this Debenture to any "Security created by this Debenture" or "security created pursuant to this Debenture" shall be deemed to include any Security created by or pursuant to each such Deed of Accession, and all the powers and rights conferred on the Administrative Agent and any Receiver in relation to the Security created by this Debenture shall extend and apply to the Security created by each such Deed of Accession.

2. COVENANT TO PAY AND FURTHER ADVANCES

2.1 Covenant to pay

Each Chargor hereby covenants with the Administrative Agent (as agent for the Secured Parties) that it will on demand of the Administrative Agent pay, discharge and satisfy all Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due in accordance with the terms of the Loan Documents, whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Secured Parties in relation to any such Secured Liabilities or generally in respect of the Chargors.

2.2 Potential invalidity

Neither the covenant to pay in Clause 2.1 (*Covenant to pay*) nor the Security constituted by this Debenture shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law.

2.3 Further advances

This Debenture secures further advances made under or pursuant to the terms of the Loan Documents, including by way of an Additional Credit Extension Amendment, and the Lenders are, subject to and upon the terms and conditions of the Loan Documents, under an obligation to make further advances.

3. GRANT OF SECURITY

3.1 Common provisions as to all Security

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

- 3.1.1 created with full title guarantee;
- 3.1.2 created in favour of the Administrative Agent as trustee for the Secured Parties and the Administrative Agent shall hold the benefit of this Debenture and the Security created by or pursuant to it on trust for the Secured Parties; and
- 3.1.3 continuing security for the payment and discharge of all the Secured Liabilities.

3.2 Fixed security

Each Chargor hereby:

- 3.2.1 grants to the Administrative Agent (as agent for the Secured Parties), a charge by way of first legal mortgage over all its Material Properties;

3.2.2 charges to the Administrative Agent (as agent for the Secured Parties), by way of first fixed charge, all of its rights, title and interest from time to time in and to its:

- (a) Material Properties acquired by it after the date of this Debenture and all its current Material Properties (to the extent not validly and effectively charged by way of first legal mortgage pursuant to sub-clause 3.2.1 above);
- (b) Property Interests;
- (c) Equipment;
- (d) Securities;
- (e) Securities System Rights;
- (f) Intellectual Property;
- (g) Debts;
- (h) Accounts;
- (i) Pension Fund Interests;
- (j) Goodwill and Uncalled Capital;
- (k) to the extent capable of being charged, rights, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to sub-clauses 3.2.1-3.2.3 inclusive; and
- (l) all proceeds and products of the foregoing,

provided that in no event shall the Charged Assets subject to the charge by way of first legal mortgage under sub-clause 3.2.1 above or first fixed charge under this sub-clause 3.2.2 include any Excluded Assets; and

3.2.3 assigns to the Administrative Agent (as agent for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies.

3.3 Floating security

3.3.1 *Floating charge*

- (a) Each Chargor hereby charges to the Administrative Agent (as agent for the Secured Parties), by way of first floating charge, all of its undertaking and assets at any time not effectively mortgaged, charged or assigned pursuant to sub-clauses 3.2.1-3.2.3 inclusive above and (b) all its assets situated in Scotland.

- (b) The floating charge created pursuant to paragraph (a) above shall be deferred in point of priority to all Fixed Security validly and effectively created by that Chargor under the Loan Documents in favour of the Administrative Agent (as agent for the Secured Parties) as security for the Secured Liabilities.

3.3.2 *Qualifying floating charge*

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as inserted by section 248 and Schedule 16 of the Enterprise Act 2002) applies to the floating charge created by this Debenture.

3.3.3 *Automatic conversion of floating charge*

Notwithstanding anything express or implied in this Debenture, and without prejudice to any law which may have similar effect, if:

- (a) any Chargor creates or attempts to create any Security (other than as permitted under the Credit Agreement) or any trust in favour of another person over any Floating Charge Asset; or
- (b) any Chargor disposes or attempts to dispose of all or any of its assets where such disposal or attempt to dispose of its assets is in breach of the terms of the Credit Agreement; or
- (c) an Insolvency Event has occurred in relation to a Chargor,

the floating charge created by a Chargor pursuant to this Debenture or any Deed of Accession will automatically and immediately (without notice) be converted into a fixed charge over all the Floating Charge Assets of that Chargor or, in the case of paragraphs (a) and (b) above, over the relevant Floating Charge Asset.

3.3.4 *Conversion of floating charge by notice*

Notwithstanding anything express or implied in this Debenture, if:

- (a) a Declared Default has occurred and is continuing; or
- (b) the Administrative Agent considers (acting reasonably) any Charged Assets which are material in the context of the business of the Group as a whole to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or
- (c) any Chargor requests the Administrative Agent to exercise any of its powers under this Debenture,

the Administrative Agent may at any time thereafter, by notice to a Chargor, convert the floating charge created by this Debenture or any Deed of Accession with immediate effect into a fixed charge over all or any of the Floating Charge Assets of the relevant Chargor specified in such notice (but without prejudice to the Administrative Agent's rights to serve a notice in respect of any other

Floating Charge Assets and any other rights of the Administrative Agent whatsoever).

3.3.5 *Assets acquired after any floating charge conversion*

Any asset acquired by any Chargor after any conversion of the floating charge created under this Debenture, in accordance with sub-clauses 3.3.3 (*Automatic conversion of floating charge*) or 3.3.4 (*Conversion of floating charge by notice*) above which but for such conversion would be subject to a floating charge shall, (unless the Administrative Agent confirms in writing to the contrary) be charged to the Administrative Agent (as agent for the Secured Parties) by way of first fixed charge.

3.3.6 *Reconversion of fixed charge assets into floating charge assets*

The Administrative Agent may at any time after any conversion of the floating charge created under this Debenture over any Charged Assets into a fixed charge in accordance with sub-clauses 3.3.3 (*Automatic conversion of floating charge*) or 3.3.4 (*Conversion of floating charge by notice*) reconvert such fixed charge into a floating charge by notice to the relevant Chargor.

3.4 **Excluded Assets**

The Excluded Assets shall be excluded from the Security created by this Debenture (whether fixed or floating) and from the operation of Clause 4.1 (*Negative Pledge and restriction on disposal*).

3.5 **Title documents**

Each Chargor shall on the date of this Debenture or, in the case of an Additional Chargor, on the date of the relevant Deed of Accession (or, if later, the date of acquisition of the relevant Charged Assets) (and promptly upon its coming into possession thereof at any time), deposit with the Administrative Agent (and the Administrative Agent shall during the continuance of this security be entitled to hold):

- 3.5.1 all deeds and documents of title relating to the Charged Assets as the Administrative Agent may from time to time require; and
- 3.5.2 all certificates or other documents of title relating to the Securities and such instruments of transfer executed in blank and other documents as the Administrative Agent may from time to time require.

3.6 **Security notices**

- 3.6.1 Each Chargor shall within 10 Business Days of the date of this Debenture (or, in the case of an Additional Chargor, within 10 Business Days of the date of the relevant Deed of Accession) (or, the case of any Account opened by any Chargor after its execution of or accession to this Debenture, within 10 Business Days of the date (as applicable) on which such Account is opened):

- (a) give notice substantially in the form set out in Part 1 of Schedule 6 (*Form of notice of charge to third party bank*) to any bank, financial

institution or other person of charging to the Administrative Agent pursuant to paragraph (h) of sub-clause 3.1.2 of its rights and interests under such Accounts and use commercially reasonable endeavours (not involving the payment of money or incurrence of any external expenses other than the reasonable costs of its legal advisers) to procure that each addressee of such notice will promptly provide an acknowledgement to the Administrative Agent in the form set out in Part 2 of Schedule 6 (*Form of acknowledgement from third party bank*); and

- (b) until the Security constituted by this Debenture becomes enforceable, the Administrative Agent shall not give any notice to or otherwise deal or attempt to deal with any recipient of a notice delivered in accordance with sub-clause (a).

3.6.2 The execution of this Debenture by each Chargor and the Administrative Agent shall constitute notice to the Administrative Agent of the charge created over any Account opened or maintained with the Administrative Agent.

3.6.3 If a Chargor has not procured an acknowledgement from the relevant addressee of any notice delivered pursuant to sub-clause 3.6.1 above within 20 Business Days of service of that notice despite using commercially reasonable endeavours to do so (albeit not involving the payment of money or incurrence of any external expenses other than the reasonable costs of its legal advisers), its obligation to obtain such acknowledgement shall cease.

4. RESTRICTIONS ON DEALING

4.1 Negative pledge and restriction on disposal

Each Chargor hereby covenants with the Administrative Agent that it will not at any time except in accordance with the terms of the Credit Agreement or with the prior consent of the Administrative Agent:

- 4.1.1 create or purport to create or permit to subsist any Security over all or any part of the Charged Assets other than Permitted Liens; or
- 4.1.2 enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, surrender or otherwise dispose of or deal with or cease to exercise control of all, or part of any interest in any Charged Assets.

4.2 Implied covenants for title

- 4.2.1 The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 3.1 (*Fixed security*) or 3.3 (*Floating security*).
- 4.2.2 It shall be implied in respect of Clauses 3.2 (*Fixed security*) and 3.3 (*Floating security*) that each Chargor is disposing of the Charged Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

4.3 Land Registry restriction

- 4.3.1 In respect of any Charged Property registered at the Land Registry each Chargor hereby consents to an application being made to HM Land Registry to enter the following restriction on the register of its title to such Charged Property:

"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 [•] in favour of KEY BANK, NATIONAL ASSOCIATION referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer."

- 4.3.2 Each Chargor authorises the Administrative Agent to make any application which it deems appropriate for the designation of this Debenture or any other Loan Document as an exempt information document under rule 136 Land Registration Rules 2003 and will use its reasonable endeavours to assist with any such application made by or on behalf of the Administrative Agent. Each Chargor will notify the Administrative Agent in writing promptly following receipt of a notice of any person's application under rule 137 Land Registration Rules 2003 for the disclosure of this Debenture or any other Loan Document, following its designation as an exempt information document and will not make any application under rule 138 Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.

5. DEBTS AND ACCOUNTS

5.1 Preservation of debts

No Chargor shall, except in accordance with the terms of the Credit Agreement and save as hereinafter expressly provided, sell, factor, discount, release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Debts.

5.2 Realising debts

Each Chargor shall:

- 5.2.1 as agent for the Administrative Agent, use its commercially reasonable efforts to collect in and realise all Debts in the ordinary course of its business: and
- 5.2.2 in the event of a Declared Default, if called upon so to do by the Administrative Agent, execute a legal assignment of the Debts to the Administrative Agent (as agent for the Secured Parties) in such terms as the Administrative Agent may require and give notice thereof to the debtors from whom the Debts are due, owing or incurred.

5.3 Accounts

No Chargor shall open or procure the opening of any Account unless permitted under the Credit Agreement or with the prior written consent of the Administrative Agent.

5.4 **Withdrawals**

After the Security constituted by this Debenture has become enforceable, each Chargor shall comply with any notice served by the Administrative Agent on that Chargor prohibiting it from withdrawing all or any monies from time to time standing to the credit of any of its Accounts except with the prior consent of the Administrative Agent.

5.5 **RBS Charges**

The Chargors shall ensure that the aggregate value of the amounts held in the RBS Charge Accounts does not at any time exceed £200,000 in total.

6. **INSURANCE**

Each Chargor hereby covenants with the Administrative Agent that it will insure its assets and business in accordance with the requirements of the Credit Agreement.

7. **CHARGED PROPERTIES**

Each Chargor hereby covenants with the Administrative Agent that it will:

7.1 **Maintenance**

keep all buildings on each Charged Property and all fixtures belonging to it thereon and therein in good and substantial repair and condition or where a Charged Property is held under a lease comply with the repair covenants under that lease;

7.2 **Preservation of property and fixtures**

not without the prior consent (not to be unreasonably withheld or delayed) of the Administrative Agent:

- 7.2.1 pull down or remove the whole or any part of any buildings forming part of any Charged Property;
- 7.2.2 make any alterations to any Charged Property; or
- 7.2.3 sever or unfix or remove any of the fixtures thereto (except for the purpose of effecting necessary repairs thereto);

7.3 **Information**

- 7.3.1 within five Business Days after becoming aware thereof give full particulars to the Administrative Agent of any notice, order, direction, designation, resolution or proposal having specific application to any Charged Property or to the locality in which it is situated given or made by any planning authority or other public body or authority whatsoever; and
- 7.3.2 if required by the Administrative Agent, forthwith and at the cost of such Chargor take all necessary steps to comply with any such notice, order, direction, designation or resolution and make or join with the Administrative Agent in making such objections or representations in respect of any such

proposal as the Administrative Agent may require **provided that** such Chargor shall not be obliged to take any steps that would cause them to be in breach of a lease under which they hold any Charged Property;

7.4 Compliance with obligations

- 7.4.1 observe and perform all covenants, stipulations and conditions to which each Charged Property or the user thereof is now or may hereafter be subjected;
- 7.4.2 perform and observe all covenants and conditions on its part contained in any lease, agreement for lease, licence or other agreement under which any Charged Property or part of any Charged Property is held; and
- 7.4.3 promptly pay all taxes, fees, duties, rates, charges and other outgoings in respect of the Charged Properties;

7.5 Maintenance of interests in Charged Properties

not without the prior consent of the Administrative Agent (unless permitted in the Credit Agreement):

- 7.5.1 grant or agree to grant any licence or tenancy affecting any Charged Property or part of a Charged Property;
- 7.5.2 exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by sections 99 or 100 of the LPA; or
- 7.5.3 in any other way dispose or agree to dispose of or surrender or create any legal or equitable estate or interest in any Charged Property or any part thereof;

7.6 Registration restrictions

procure that no person shall be registered under the Land Registration Act 2002 as proprietor of any Charged Property or any part thereof without the prior consent of the Administrative Agent;

7.7 Development restrictions

not without the prior consent of the Administrative Agent carry out or permit or suffer to be carried out on any Charged Property any development as defined in the Town and Country Planning Act 1990 or change or permit or suffer to be changed the user of any Charged Property;

7.8 No restrictive obligations

unless required by statute not without the prior consent of the Administrative Agent enter into any onerous or restrictive obligations affecting any Charged Property or any part thereof or create or permit to arise any overriding interest or easement or right whatever in or over any Charged Property or any part thereof;

7.9 **Proprietary rights**

use reasonable endeavours to procure that no person shall become entitled to assert any proprietary or other like right or interest over any Charged Property or any part thereof without the prior consent of the Administrative Agent;

7.10 **Inspection**

permit the Administrative Agent, any Administrator and any Receiver and any person appointed by either of them to enter upon and inspect any Charged Property upon reasonable prior notice and in accordance with the provisions of any lease affecting the Charged Property; and

7.11 **Material Property acquisitions**

if it acquires any Material Property, whether registered or unregistered:

7.11.1 inform the Administrative Agent promptly of such acquisition:

7.11.2 within 150 days of a request by the Administrative Agent (or such later date as the Administrative Agent agrees to in its absolute discretion) and at the cost of that Chargor, execute and deliver to the Administrative Agent a legal mortgage in favour of the Administrative Agent of that Material Property in such form as the Administrative Agent may reasonably require (or such other Security in the jurisdiction where such Material Property is located as the Administrative Agent may reasonably require); and

7.11.3 use reasonable endeavours to comply with all Land Registry registration requirements to register that Chargor as proprietor following acquisition of such Material Property and the creation of Security over such Material Property pursuant to this Debenture and the legal mortgage (or other Security) referred to above **provided that** such endeavours shall not extend to dealing with requisitions raised by the Land Registry in respect of the Administrative Agent and its constitution and any such requisitions shall promptly be passed to the Administrative Agent and its advisors.

8. **EQUIPMENT**

Each Chargor hereby covenants with the Administrative Agent as follows:

8.1 **Maintenance of equipment**

to maintain the Equipment in good and serviceable condition (fair wear and tear excepted);

8.2 **Payment of equipment taxes**

promptly to pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Equipment and on demand produce evidence thereof to the Administrative Agent;

8.3 **Equipment information**

to give the Administrative Agent such information concerning the location, condition, use and operation of the Equipment as the Administrative Agent may reasonably request in writing and to permit any persons designated by the Administrative Agent at all reasonable times upon prior reasonable notice to inspect and examine the Equipment and the records maintained in connection therewith.

9. **INTELLECTUAL PROPERTY**

Each Chargor hereby covenants with the Administrative Agent as follows:

9.1 **Preservation of rights**

to take all action to safeguard and maintain its present and future rights in or relating to the Intellectual Property necessary for the business of the relevant Chargor and if requested to do so by the Administrative Agent, sign or procure the signature of, and comply with all instructions of the Administrative Agent in respect of, any document required to make entries in any public register of Intellectual Property which either record the existence of this Debenture or the restrictions on disposal imposed by this Debenture; and

9.2 **Consents**

promptly use its reasonable endeavours to obtain any consent required for the creation of a fixed charge over any of the Intellectual Property.

10. **SECURITIES**

10.1 **Registration of Securities**

The Administrative Agent may at any time after the Security constituted by this Debenture has become enforceable cause any or all of the Securities to be registered in the name of the Administrative Agent or its nominee. Each Chargor agrees promptly to execute and deliver to the Administrative Agent all such transfers and other documents and do all such things as may be necessary or desirable to achieve such registration.

10.2 **Additional registration obligations**

Each Chargor hereby:

10.2.1 grants and agrees to procure as necessary, all consents, waivers, approvals and permissions which are necessary, under the articles of association of any Securities Issuer or otherwise, for the transfer of the Securities to the Administrative Agent or its nominee or to a purchaser upon enforcement of this Debenture; and

10.2.2 agrees to procure the amendment of the share transfer provisions of each Securities Issuer's articles of association in such manner as the Administrative Agent may require in order to permit such a transfer.

10.3 Dividends and voting rights prior to enforcement

Until the Security constituted by this Debenture becomes enforceable:

- 10.3.1 all cash dividends or other cash distributions paid or payable in respect of the Securities may be paid directly to the relevant Chargor which shall be permitted to apply such dividends or distributions as it deems fit to the extent permitted by the Credit Agreement;
- 10.3.2 any cash dividends or other cash distributions paid in respect of any of the Securities and received by the Administrative Agent or its nominee shall, on request by the relevant Chargor, be released and paid to such Chargor;
- 10.3.3 the relevant Chargor may exercise all voting and other rights and powers attaching to the Securities and exercisable by the relevant Chargor **provided that** the exercise of such voting and other rights and powers would not prejudice the Security under this Debenture or contravene any Loan Document; and
- 10.3.4 the Administrative Agent will (to the extent that it has or will acquire any such rights or powers) exercise all voting and other rights and powers attaching to the Securities and exercisable by the Administrative Agent or its nominee as the relevant Chargor may from time to time direct **provided that** acting in accordance with such directions would not prejudice the Security under this Debenture or contravene any Loan Document.

10.4 Dividends and voting rights post enforcement

After the Security constituted by this Debenture has become enforceable:

- 10.4.1 all dividends and other distributions paid in respect of the Securities and received by any Chargor shall be held on trust for the Administrative Agent (as agent for the Secured Parties) and forthwith paid to the Administrative Agent or, if received by the Administrative Agent or its nominee, shall be retained by the Administrative Agent: and
- 10.4.2 the Administrative Agent may exercise or direct the exercise (or refrain from exercising or directing the exercise) of all voting and other rights and powers attaching to the Securities as the Administrative Agent may in its absolute discretion think fit and each Chargor shall, and shall procure that its nominees shall, comply with any such directions from the Administrative Agent concerning the exercise of such rights and powers.

10.5 Warning Notice or Restrictions Notice

- 10.5.1 Each Chargor represents and warrants to the Administrative Agent on the date of this Debenture that no Warning Notice or Restrictions Notice has been issued to it in respect of all or any part of the Securities and remains in effect.
- 10.5.2 Each Chargor shall comply with any notice served on it in respect of all or any part of the Securities pursuant to part 21A of the Companies Act 2006 within the timeframe specified in that notice and shall deliver a copy of any such notice to the Administrative Agent promptly upon receipt.

10.6 Additional undertakings

Each Chargor further undertakes to the Administrative Agent that it shall:

- 10.6.1 duly and promptly pay all calls, instalments and other moneys which may be payable from time to time in respect of the Securities, it being acknowledged by each Chargor that the Administrative Agent shall be under no liability whatsoever in respect of any such calls, instalments or other moneys;
- 10.6.2 not without the Administrative Agent's prior consent or unless permitted under the Credit Agreement, amend, or agree to the amendment of, the memorandum or articles of association of any Securities Issuer or the rights or liabilities attaching to any of the Securities which changes in a materially adverse manner the Chargor's rights with respect to the Charged Assets or which affects in a materially adverse manner the validity, perfection or priority of the Security constituted by this Debenture;
- 10.6.3 ensure (insofar as it is able by the exercise of all voting rights, powers of control and other means available to it to do so) that no Securities Issuer will:
 - (a) consolidate or sub-divide any of its Securities or reduce or re-organise its share capital in any way (other than as permitted under the Credit Agreement);
 - (b) issue any new shares or stock (other than as permitted under the Credit Agreement); or
 - (c) refuse to register any transfer of any of its Securities which may be lodged for registration by or on behalf of the Administrative Agent or a Chargor in accordance with this Debenture;
- 10.6.4 promptly give notice of this Debenture to any custodian of any Securities in any form which the Administrative Agent may reasonably require and use its reasonable endeavours to procure that the custodian acknowledges that notice in any form which the Administrative Agent may reasonably require; and
- 10.6.5 pursuant to Clause 10.6.3(b) above, promptly upon the accrual, offer or issue of any Securities, notify the Administrative Agent of that occurrence.

11. UNCALLED CAPITAL

Each Chargor further covenants with the Administrative Agent that it will not call up, or receive in advance of calls, any Uncalled Capital and it will apply all proceeds of any Uncalled Capital, immediately on receipt, towards the discharge of the Secured Liabilities.

12. POWER TO REMEDY

- 12.1 If a Chargor is at any time in breach of any of its obligations contained in this Debenture, the Administrative Agent shall be entitled (but shall not be bound) to remedy such breach and each Chargor hereby irrevocably authorises the Administrative Agent and its agents to do all things necessary or desirable in connection therewith.

- 12.2 The rights of the Administrative Agent contained in this Clause 12 are without prejudice to any other rights of the Administrative Agent hereunder and the exercise by the Administrative Agent of its rights under this clause shall not make the Administrative Agent liable to account as a mortgagee in possession.

13. ENFORCEMENT

13.1 Enforcement events

The Security constituted by this Debenture shall become immediately enforceable at any time after the occurrence of the following event:

- 13.1.1 a Declared Default; or
- 13.1.2 a request from any Chargor to the Administrative Agent that it exercise any of its powers under this Debenture.

13.2 Statutory power of sale

The statutory power of sale or other disposal conferred on the Administrative Agent and on any Receiver by this Debenture shall operate as a variation and extension of the statutory power of sale under section 101 of the LPA and such power shall arise on and be exercisable at any time after the date of this Debenture (and the Secured Liabilities shall be deemed to have become due and payable for that purpose), or, in respect of Charged Assets secured pursuant to a Deed of Accession, on the date of the Deed of Accession, **provided that** the Administrative Agent shall not exercise such power of sale until the security constituted by this Debenture has become enforceable.

13.3 Extension of statutory powers

- 13.3.1 Any restriction imposed by law on the power of sale (including the restrictions contained in sections 93 and 103 of the LPA) shall not apply to the Security constituted by this Debenture or to the exercise by the Administrative Agent or any Receiver of its right to consolidate all or any of the Security constituted by this Debenture with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Administrative Agent without notice to any Chargor on or at any time after the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 13.1 (*Enforcement events*) and the Administrative Agent shall be entitled to make any applications to the Land Registry in support of the same.
- 13.3.2 The statutory powers of leasing may be exercised by the Administrative Agent at any time on or after this Debenture has become enforceable in accordance with Clause 13.1 (*Enforcement events*) and the Administrative Agent and any Receiver may make any lease or agreements for leases, accept surrenders of leases and grant options on such terms as the Administrative Agent or Receiver may think fit and without the need to comply with any restrictions conferred by law (including under sections 99 and 100 of the LPA).
- 13.3.3 For the purposes of sections 99 and 100 of the LPA, the expression "Mortgagor" will include any incumbrancer deriving title under any Chargor and neither section 99(18) nor section 100(12) of the LPA will apply.

13.4 Statutory powers

The powers conferred by this Debenture on the Administrative Agent are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the LPA, the Insolvency Act 1986 or otherwise by law (as extended by this Debenture) and such powers shall remain exercisable from time to time by the Administrative Agent in respect of any part of the Charged Assets. In the case of any conflict between the statutory powers contained in any such Acts and those conferred by this Debenture, the terms of this Debenture shall prevail.

13.5 No obligation to enquire

No person dealing with the Administrative Agent, any Administrator or any Receiver appointed hereunder, or its agents or brokers, shall be concerned to enquire:

- 13.5.1 whether the Security constituted by this Debenture has become enforceable:
- 13.5.2 whether any power exercised or purported to be exercised has become exercisable:
- 13.5.3 whether any money remains due under the Loan Documents:
- 13.5.4 as to the necessity or expediency of the stipulations and conditions subject to which any sale of any Charged Assets shall be made, or otherwise as to the propriety or regularity of any sale of any of the Charged Assets; or
- 13.5.5 how any money paid to the Administrative Agent, Administrator or Receiver, or its agents or brokers is to be applied.

13.6 No liability as mortgagee in possession

None of the Administrative Agent, any Administrator or any Receiver shall be liable:

- 13.6.1 to account as mortgagee in possession in respect of all or any of the Charged Assets; or
- 13.6.2 for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Assets for which a mortgagee in possession might as such be liable.

13.7 Power to dispose of chattels

After the Security constituted by this Debenture has become enforceable, the Administrative Agent, any Administrator or any Receiver may dispose of any chattels or produce found on any property of the Chargor as agent for the relevant Chargor and, without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce the Administrative Agent, the Administrator or the Receiver shall be indemnified by such Chargor against any liability arising from such disposal.

13.8 Redemption of prior Security

At any time after the Security constituted by this Debenture shall have become enforceable the Administrative Agent may:

- 13.8.1 redeem any prior Security;
- 13.8.2 procure the transfer thereof to itself; and/or
- 13.8.3 settle and pass the accounts of the prior encumbrancer and any account so settled and passed shall be conclusive and binding on the relevant Chargor and all monies paid by the Administrative Agent to the prior encumbrancer in accordance with such accounts shall as from such payment be due from such Chargor to the Administrative Agent on current account and shall bear interest and be secured as part of the Secured Liabilities.

14. ADMINISTRATOR AND RECEIVER

14.1 Appointment of Administrator or Receiver

14.1.1 At any time after:

- (a) the Security constituted by this Debenture becomes enforceable;
- (b) any corporate action or any other steps are taken or legal proceedings started by or in respect of any Credit Party with a view to the appointment of an Administrator; or
- (c) at the request of the relevant Chargor,

the Administrative Agent may without further notice, under seal or by writing under hand of a duly authorised officer of the Administrative Agent:

- 14.1.2 appoint any person or persons to be an Administrator of any Chargor; or
- 14.1.3 appoint any person or persons to be a Receiver of all or any part of the Charged Assets of any Chargor; and
- 14.1.4 (subject to section 45 of the Insolvency Act 1986) from time to time remove any person appointed to be Receiver and appoint another in his place.

14.2 More than one appointment

Where more than one person is appointed Administrator or Receiver, they will have power to act separately (unless the appointment by the Administrative Agent specifies to the contrary).

14.3 Additional powers

- 14.3.1 The powers of appointing an Administrator or a Receiver conferred by this Debenture shall be in addition to all statutory and other powers of the Administrative Agent under the Insolvency Act 1986 and the LPA or otherwise

and shall be exercisable without the restrictions contained in section 109 of the LPA or otherwise.

- 14.3.2 The power to appoint an Administrator or a Receiver (whether conferred by this Debenture or by statute) shall be and remain exercisable by the Administrative Agent notwithstanding any prior appointment in respect of all or any part of the Charged Assets.

14.4 Agent of the relevant Chargor

- 14.4.1 Any Administrator or Receiver shall be the agent of the relevant Chargor and the relevant Chargor shall be solely responsible for his acts and remuneration as well as for any defaults committed by him.
- 14.4.2 No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of an Administrator or Receiver.

14.5 Powers of Administrator and Receiver

A Receiver shall have (and shall be entitled to exercise), in relation to the Charged Assets over which he is appointed (and any assets of any Chargor which, when got in, would be Charged Assets), and an Administrator shall have in addition to the powers he enjoys under Schedule B1 Insolvency Act 1986, the following powers (as the same may be varied or extended by the provisions of this Debenture):

- 14.5.1 (in respect of a Receiver) all of the powers of an administrative receiver set out in Schedule 1 of the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- 14.5.2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- 14.5.3 all of the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which any relevant Chargor itself could do or omit to do; and
- 14.5.4 the power to do all things which, in the opinion of the Administrator or Receiver (as appropriate) are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Administrator or Receiver pursuant to this Debenture or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, any relevant Chargor; the collection and or realisation of Charged Assets in such manner and on such terms as the Administrator or Receiver sees fit; and the execution of documents in the name of the relevant Chargor (whether under hand, or by way of deed or by utilisation of the company seal of such Chargor)).

15. AMOUNTS RECEIVED

15.1 Application of proceeds

All monies received or recovered and any non-cash recoveries made or received by the Administrative Agent or any Receiver pursuant to this Debenture or the powers

conferred on it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the LPA) be applied in the order specified in section 8.03(b) *Application of Certain Payments and Proceeds*) of the Credit Agreement.

15.2 Section 109(8) Law of Property Act 1925

Neither the Administrative Agent nor any Receiver or Administrator shall be bound (whether by virtue of section 109(8) of the LPA which is hereby varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities.

15.3 Currencies of denomination

For the purpose of or pending the discharge of any of the Secured Liabilities the Administrative Agent may convert any monies received, recovered or realised by the Administrative Agent under this Debenture from their existing denominations and/or currencies of denomination into such other denominations and/or currencies of denomination as the Administrative Agent may think fit and any such conversion shall be effected at the Administrative Agent's then prevailing spot selling rate of exchange.

15.4 Suspense account

All monies received recovered or realised by the Administrative Agent under this Debenture may at the discretion of the Administrative Agent be credited to any interest bearing suspense or impersonal account and may be held in such account for so long as the Administrative Agent thinks fit pending the application from time to time (as the Administrative Agent shall be entitled to do as it may think fit) of such monies and accrued interest thereon (if any) in or towards the discharge of any of the Secured Liabilities.

15.5 New accounts

If the Administrative Agent receives notice of any subsequent charge or other interest affecting all or part of the Charged Assets, the Administrative Agent may open a new account or accounts for the relevant Chargor in its books and (without prejudice to the Administrative Agent's right to combine accounts) no money paid to the credit of such Chargor in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities. If the Administrative Agent does not open a new account or accounts immediately on receipt of such notice then unless the Administrative Agent gives express notice to the contrary to the relevant Chargor as from the time of receipt of such notice by the Administrative Agent all payments made by the relevant Chargor to the Administrative Agent in the absence of any express appropriation by such Chargor to the contrary shall be treated as having been credited to a new account of such Chargor and not as having been applied in reduction of the Secured Liabilities.

15.6 Administrative Agent set-off rights

If the Administrative Agent shall have more than one account for any Chargor in its books the Administrative Agent may at any time after the Security constituted by this

Debenture has become enforceable or the Administrative Agent has received notice of any subsequent charge or other interest affecting all or any part of the Charged Assets and without prior notice forthwith transfer all or any part of the balance standing to the credit of any such account to any other such account which may be in debit but the Administrative Agent shall notify the relevant Chargor of the transfer having been made.

16. POWER OF ATTORNEY AND DELEGATION

16.1 Power of attorney

16.1.1 Each Chargor hereby by way of security irrevocably appoints the Administrative Agent and (jointly and severally) each and every Administrator or Receiver appointed in respect of the Charged Assets to be its attorney and in its name and on its behalf and as its act and deed or otherwise and to sign, execute, seal, deliver, complete any blanks in and otherwise perfect any deed, transfer, assurance, agreement, instrument or act which such Administrator or Receiver or the Administrative Agent may consider expedient in the exercise of any of his or its powers or in respect of such Chargor's obligations under this Debenture. The power of attorney hereby granted is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.

16.1.2 The power of attorney granted pursuant to sub-clause 16.1.1 above shall only be exercisable at any time after the occurrence of a Declared Default.

16.2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm:

16.2.1 all transactions entered into by the Administrative Agent and/or any Administrator or Receiver in the proper exercise of its or their powers in accordance with this Debenture; and

16.2.2 all transactions entered into by the Administrative Agent and/or any Administrator or Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, document or other act.

16.3 Delegation

Each of the Administrative Agent and any Administrator or Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or him by this Debenture (including the power of attorney), on such terms and conditions as it or he shall see fit which delegation shall not preclude the subsequent exercise of these powers, authorities or discretions by it or him, any revocation of the delegation or any subsequent delegation by the Administrative Agent or any Administrator or Receiver itself.

17. PROTECTION OF SECURITY AND FURTHER ASSURANCE

17.1 Independent security

This Debenture shall be in addition to and independent of every other security or guarantee that the Administrative Agent or any other Secured Party may at any time hold for any of the Secured Liabilities. No prior security held by the Administrative Agent or any other Secured Party over the whole or any part of the Charged Assets shall merge in the security created by this Debenture.

17.2 Continuing security

This Debenture shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or discharge in whole or in part.

17.3 No waivers; rights cumulative

No failure to exercise, nor delay in exercising, on the part of the Administrative Agent or any Secured Party, any right or remedy under this Debenture shall operate as a waiver, nor shall any single or partial exercise of any right or remedy preclude any further or other exercise, or the exercise of any other right or remedy. The rights and remedies of the Administrative Agent and each Secured Party provided in this Debenture are cumulative and not exclusive of any rights or remedies provided by law.

17.4 Immediate recourse

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

17.5 No Chargor set-off

Each Chargor waives any right of set-off it may have now or at any time in the future in respect of the Secured Liabilities (including sums payable by such Chargor under this Debenture).

17.6 Waiver of defences

The obligations assumed, and the Security created, by each Chargor under this Debenture, and the rights conferred upon the Administrative Agent pursuant to this Debenture or by law, will not be affected by any act, omission, matter or thing which, but for this Clause 17.6 would reduce, release or prejudice any of its obligations under, or the Security created by, this Debenture (whether or not known to that Chargor or any Secured Party) including:

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

- (b) the release of any other Credit Party or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Credit Party or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, any Credit Party or any other person;
- (e) any amendment, novation, supplement, extension, restatement (in each case, however fundamental and whether or not more onerous) or replacement of a Loan Document or any other document or Security or of the Secured Liabilities including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Loan Document or other document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or Security or of the Secured Liabilities; and
- (g) any insolvency or similar proceedings.

17.7 **Chargor intent**

Without prejudice to the generality of Clause 17.6 (*Waiver of Defences*), each Chargor expressly confirms that it intends that the Security created under this Debenture, and the rights conferred upon the Administrative Agent pursuant to this Debenture or by law, shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) variation, increase, extension or addition of or to any of the Loan Documents, including any Additional Credit Extension Amendment and/or any facility or amount made available under any of the Loan Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

17.8 **Deferral of rights**

Until the end of the Security Period, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Debenture:

- (h) to be indemnified by a Credit Party or in respect of any other person;
- (i) to claim any contribution from any guarantor or any other person in respect of a Credit Party's obligations under the Loan Documents;

- (j) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under the Loan Documents or of any other guarantee or Security taken pursuant to, or in connection with, the Loan Documents by any Secured Party;
- (k) to bring legal or other proceedings for an order requiring any Credit Party or other person to make any payment, or perform any obligation, in respect of which any Credit Party or other person has given a guarantee, undertaking or indemnity under any Loan Document;
- (l) to exercise any right of set-off against any Credit Party or other person; and/or
- (m) to claim or prove as a creditor of any Credit Party or other person in competition with any Secured Party.

If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to any Secured Party by the Credit Parties under or in connection with the Loan Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Administrative Agent or as the Administrative Agent may direct for application in accordance with Clause 15.1 (*Application of proceeds*).

17.9 Further assurance

17.9.1 Each Chargor shall, promptly upon request by the Administrative Agent or any Receiver or Administrator, at its own expense, take whatever action the Administrative Agent or a Receiver or Administrator may reasonably require for:

- (a) creating, perfecting or protecting any Security intended to be created by or pursuant to this Debenture;
- (b) after the occurrence of a Declared Default, facilitating the realisation of any Charged Asset;
- (c) exercising any right, power or discretion conferred on the Administrative Agent, or any Receiver or any Administrator or any of their respective delegates or sub-delegates in respect of any Charged Asset; or
- (d) creating and perfecting Security in favour of the Administrative Agent (equivalent to the security intended to be created by this Debenture) over any assets of any Chargor located in any jurisdiction outside England and Wales.

17.9.2 The obligations of the Chargors described in sub-clause 17.9.1 above may include:

- (a) the re-execution of this Debenture;

- (b) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Administrative Agent or to its nominee; and
- (c) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Administrative Agent (or any Receiver or Administrator, as appropriate) may think expedient.

18. COSTS AND INDEMNITY

- 18.1 The provisions of sections 11.01 (*Payment of Expenses, etc.*) and 11.02 (*Indemnification*) of the Credit Agreement are incorporated into this Debenture as if set out in full *mutatis mutandis*.
- 18.2 Each Chargor hereby agrees to indemnify and hold harmless the Administrative Agent, any Administrator and any Receiver from and against all actions, claims, expenses, demands and liabilities, whether arising out of contract or in tort or in any other way, which may at any time be incurred by him or by any manager, agent, officer, servant or workman for whose debt, default or miscarriage he may be answerable for anything done or omitted to be done in the exercise or purported exercise of his powers pursuant to this Debenture.

19. MISCELLANEOUS

19.1 Benefit of Deed

The benefit of this Debenture will be held by the Administrative Agent on and subject to the terms of the Loan Documents as agent and security trustee for the benefit of itself and the other Secured Parties without preference or priority amongst themselves as security for the Secured Liabilities except as provided under the Loan Documents.

19.2 Certificates conclusive

A certificate or determination by the Administrative Agent as to any amount or rate under this Debenture shall be conclusive evidence of that amount or rate in the absence of any manifest error.

19.3 Limitations

The obligations of any Additional Chargor are subject to the limitations (if any) set out in the Deed of Accession executed by that Additional Chargor.

19.4 Notice of assignment

This Debenture constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by that Chargor to any other Credit Party and contained in any other Loan Document.

19.5 Financial collateral

19.5.1 After the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 13.1 (*Enforcement events*), to the extent that the Charged Assets constitute "financial collateral" and this Debenture and the obligations of the Chargors under this Debenture constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003, as amended (the "**Regulations**")), the Administrative Agent shall have the right to appropriate all or any part of that Charged Asset in or towards the payment or discharge of the Secured Liabilities and may exercise such right to appropriate upon giving written notice to the relevant Chargor.

19.5.2 For the purposes of sub-clause 19.5.1, the parties agree that the value of that Charged Asset shall be such amount as the Administrative Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

19.6 Severability

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Debenture shall be affected or impaired thereby and, if any part of the Security intended to be created by or pursuant to this Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security.

19.7 Section 2(1) Law of Property (Miscellaneous Provisions) Act 1989

The terms of the Loan Documents and of any side letters between any parties in relation to the Loan Documents are incorporated into this Debenture to the extent required to ensure that any purported disposition of Charged Assets contained in this Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

19.8 Third party rights

Save as expressly provided to the contrary in a Loan Document, a third party (being any person other than the Chargors and the Secured Parties and their successors and permitted assigns) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Debenture. Notwithstanding any term of any Loan Document, the consent of any such third party is not required to rescind or vary this Debenture at any time.

19.9 Joint and several liability

The covenants, agreements, obligations and liabilities of the Chargors contained in this Debenture or implied on their part are joint and several and shall be construed accordingly.

19.10 Trustee Act 2000

The Chargors and the Administrative Agent agree that the Administrative Agent shall not be subject to the duty of care imposed on the trustees by the Trustee Act 2000.

20. DEMANDS AND NOTICES

Any demand, notice, consent or communication to be made or given by or to a Chargor or the Administrative Agent under or in connection with this Debenture shall be made and delivered as provided in section 11.05 (*Notices*) of the Credit Agreement. Any demand on a Chargor shall be validly made whether or not it contains an accurate statement of the amount of the Secured Liabilities.

21. ASSIGNMENT AND TRANSFER**21.1 Assignment by Administrative Agent**

The Administrative Agent may at any time without the consent of any Chargor, assign or transfer the whole or any part of its rights under this Debenture to any person to which it can transfer its rights in accordance with the terms of the Credit Agreement. The Administrative Agent shall (subject to the terms of the Credit Agreement) be entitled to disclose such information concerning any Chargor and this Debenture as the Administrative Agent considers appropriate to any actual or proposed direct or indirect assignee or to any person to whom information may be required to be disclosed by any applicable law.

21.2 Assignment by the Chargors

No Chargor may assign any of its rights or transfer any of its obligations under this Debenture or enter into any transaction which would result in any of these rights or obligations passing to another person without the prior written consent of the Administrative Agent given in accordance with the terms of the Credit Agreement.

22. RELEASE OF SECURITY**22.1 Release**

Subject to Clause 22.3 (*Discharge conditional*), upon the expiry of the Security Period the Administrative Agent shall at the request and cost of the Chargors, take whatever action is necessary to release the relevant Charged Assets from the Security constituted by this Debenture.

22.2 Avoidance of payments and reinstatement

If any payment by a Credit Party or any discharge given by a Secured Party (whether in respect of the obligations of any Credit Party or any security for those obligations or otherwise) is (a) capable of being avoided or reduced (in the opinion of the Administrative Agent) or (b) avoided or reduced in each case as a result of insolvency or any similar event, then:

22.2.1 the liability of each Credit Party will continue as if the payment, discharge, avoidance or reduction had not occurred;

- 22.2.2 each Secured Party will be entitled to recover the value or amount of that security or payment from each Credit Party, as if the payment, discharge, avoidance or reduction had not occurred; and
- 22.2.3 the Administrative Agent shall be entitled to enforce this Debenture subsequently as if such payment, discharge, avoidance or reduction had not occurred.

22.3 Discharge conditional

Any release, discharge or settlement between any Chargor and the Administrative Agent or any other Secured Party shall be deemed conditional upon no payment or Security received by the Administrative Agent or such other Secured Party in respect of the Secured Liabilities being avoided or reduced or ordered to be refunded pursuant to any provision of any enactment relating to insolvency, bankruptcy, winding-up, administration or receivership and, notwithstanding any such release, discharge or settlement:

- 22.3.1 the Administrative Agent or its nominee shall be at liberty to retain this Debenture and the Security created by or pursuant to this Debenture, including all certificates and documents relating to the Charged Assets or any part thereof, for such period as the Administrative Agent (acting reasonably) shall deem necessary to provide the Administrative Agent with security against any such avoidance or reduction or order for refund, save that if:

- (a) no Secured Liabilities are outstanding; and
- (b) a new third party lender takes such Security over the Chargors' assets as may reasonably require possession of such certificates and documents,

then the Administrative Agent shall promptly return to the Chargors all such certificates and documents as are reasonably required by such third party lender; and

- 22.3.2 the Administrative Agent shall be entitled to recover the value or amount of such Security or payment from the Chargor concerned subsequently as if such settlement, discharge or release had not occurred and each Chargor agrees with the Administrative Agent accordingly and charges the Charged Assets and the proceeds of sale thereof with any liability under this clause, whether actual or contingent.

23. ADDITIONAL CHARGORS

Each party to this Debenture acknowledges and agrees that a member of the Group may become an Additional Chargor and party to this Debenture by executing and delivering a Deed of Accession.

Each Chargor irrevocably appoints GTT Holdings Limited as its attorney for the purpose of executing a Deed of Accession on its behalf.

24. GOVERNING LAW

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

25. JURISDICTION OF ENGLISH COURTS

25.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture) (a "**Dispute**").

25.1.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

Notwithstanding sub-clause 25.1.1, the Administrative Agent may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Administrative Agent may take concurrent proceedings in any number of jurisdictions.

26. COUNTERPARTS

This Debenture may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF this Debenture has been executed by the Original Chargors and is intended to be and is hereby delivered as a deed the day and year first above written and has been signed on behalf of the Administrative Agent.

SCHEDULE 1
ORIGINAL CHARGORS

Name	Registered Number	Registered Office
Easynet Enterprise Services Limited	04287100	31st Floor 25 Canada Square, London, England, E14 5LQ
GTT Holdings Limited	11273370	125 Old Broad Street, London, United Kingdom, EC2N 1AR
GTT-EMEA Ltd.	03580993	125 Old Broad Street, London, United Kingdom, EC2N 1AR
Hibernia Atlantic (UK) Limited	04513136	Ground Floor, One, George Yard, London, England, EC3V 9DF
Hibernia Express (UK) Limited	08257476	Ground Floor, One, George Yard, London, England, EC3V 9DF
Hibernia Media (UK) Limited	08097331	Ground Floor, One, George Yard, London, England, EC3V 9DF
Interoute Application Management Limited	03639598	31st Floor 25 Canada Square, London, England, E14 5LQ
Interoute Cirrus Limited	07473177	25 Canada Square, London, England, E14 5LQ
Interoute Communications Holdings Limited	04927540	31st Floor 25 Canada Square, London, England, E14 5LQ
Interoute Communications Limited	04472687	31st Floor 25 Canada Square, London, England, E14 5LQ
Interoute Finco Limited	09727400	31st Floor 25 Canada Square, London, England, E14 5LQ
Interoute Managed Services UK Limited	08458875	31st Floor 25 Canada Square, London, England, E14 5LQ
Interoute Media Services Limited	03617043	31st Floor 25 Canada Square, London, England, E14 5LQ
Interoute Networks Limited	03773255	Interoute Communications Limited, 31st Floor 25 Canada Square, Canary Wharf, London, E14 5LQ
Interoute Vtesse Limited	03900836	25 Canada Square, London, England, E14 5LQ

Name	Registered Number	Registered Office
MDNX Group Holdings Limited	08708409	31st Floor 25 Canada Square, London, England, E14 5LQ
Easynet Managed Services Limited	SC298935	31st Floor 25 Canada Square, London, England, E14 5LQ

SCHEDULE 2
PROPERTIES CURRENTLY OWNED

PART 1
REGISTERED LAND

Registered proprietor	Registered Land	Tenure	Title number
Hibernia Atlantic (UK) Limited	Land And Buildings On The South West Side Of Wight Moss Way, Southport	Leasehold	MS449203

PART 2
UNREGISTERED LAND

None.

SCHEDULE 3
ACCOUNTS

Chargor	Bank	Account name	Account number	Sort code
Easynet Enterprise Services Limited	Barclays Bank plc	Current	██████	209848
Easynet Enterprise Services Limited	Barclays Bank plc	Current	██████	209848
Easynet Managed Services Limited	Barclays Bank plc	Current	██████	209848
Interoute Applications Management Limited	Barclays Bank plc	Current	██████	200000
Interoute Cirrus Limited	Barclays Bank plc	Current	██████	200000
Interoute Cirrus Limited	Barclays Bank plc	Current	██████	200000
Interoute Cirrus Limited	Barclays Bank plc	Current	██████	200000
Interoute Communications Limited	Barclays Bank plc	Current	██████	200000
Interoute Communications Limited	Barclays Bank plc	Current	██████	200000
Interoute Communications Limited	Barclays Bank plc	Current	██████	200000
Interoute Communications Limited	Barclays Bank plc	Merchant	██████	200000
Interoute Communications Limited	Barclays Bank plc	Merchant	██████	200000
Interoute Communications Limited	Barclays Bank plc	Merchant	██████	200000
Interoute Communications Limited	Barclays Bank plc	Merchant	██████	200000
Interoute Communications Limited	Barclays Bank plc	Current	██████	200000
Interoute Communications Limited	Barclays Bank plc	FIBCA	██████	200000

Chargor	Bank	Account name	Account number	Sort code
Interoute Communications Limited	Barclays Bank plc	FIBCA	██████	200000
Interoute Communications Limited	Barclays Bank plc	FIBCA	██████	200000
Interoute Communications Limited	Barclays Bank plc	Merchant	██████	200000
Interoute Finco Limited	Barclays Bank plc	Current	██████	200000
Interoute Finco Limited	Barclays Bank plc	Current	██████	200000
Interoute Managed Services UK Limited	Barclays Bank plc	Current	██████	203647
Interoute Media Services Limited	Barclays Bank plc	Current	██████	200000
Interoute Media Services Limited	Barclays Bank plc	Current	██████	200000
Interoute Media Services Limited	Barclays Bank plc	Current	██████	200000
Interoute Networks Limited	Barclays Bank plc	Current	██████	200000
Interoute Networks Limited	Barclays Bank plc	Current	██████	200000
Interoute Networks Limited	Barclays Bank plc	Current	██████	200000
Interoute Vtesse Limited	Barclays Bank plc	Current	██████	200000
Interoute Vtesse Limited	Barclays Bank plc	Current	██████	200000
Interoute Vtesse Limited	Barclays Bank plc	Current	██████	200000
MDNX Group Holdings Limited	Barclays Bank plc	Current	██████	209939
MDNX Group Holdings Limited	Barclays Bank plc	Current	██████	209939
MDNX Group Holdings Limited	Barclays Bank plc	Current	██████	209939
Interoute Applications Management Limited	Deutsche Bank AG	Current	██████	405081

Chargor	Bank	Account name	Account number	Sort code
Interoute Communications Limited	Deutsche Bank AG	Current	██████	23-10-48 & 405081
Interoute Communications Limited	Deutsche Bank AG	Current	██████	405081
Interoute Communications Limited	Deutsche Bank AG	Current	██████	405081
Interoute Media Services Limited	Deutsche Bank AG	Current	██████	405081
Interoute Media Services Limited	Deutsche Bank AG	Current	██████	405081
Interoute Media Services Limited	Deutsche Bank AG	Current	██████	405081
Interoute Networks Limited	Deutsche Bank AG	Current	██████	231048 & 405081
Interoute Networks Limited	Deutsche Bank AG	Current	██████	405081
Interoute Networks Limited	Deutsche Bank AG	Current	██████	405081
Interoute Vtesse Limited	Bank of Scotland plc	Current	██████	122458
Interoute Vtesse Limited	Bank of Scotland plc	Current	██████	122458
Interoute Vtesse Limited	Bank of Scotland plc	Current	██████	122458
Interoute Vtesse Limited	Bank of Scotland plc	Current	██████	122458
Interoute Vtesse Limited	Bank of Scotland plc	Current	██████	122458
Interoute Vtesse Limited	Bank of Scotland plc	Current	██████	404001

Chargor	Bank	Account name	Account number	Sort code
Interoute Vtesse Limited	Bank of Scotland plc	Current	██████	404001
Interoute Communications Limited	HSBC Bank plc	Savings	██████	400515
Interoute Communications Limited	HSBC Bank plc	Savings	██████	400515
Interoute Communications Limited	HSBC Bank plc	Current	██████	400515
Interoute Communications Limited	HSBC Bank plc	Current	██████	400515
Interoute Communications Limited	HSBC Bank plc	Current	██████	400515
Interoute Communications Limited	HSBC Bank plc	Current	██████	400515
Interoute Communications Limited	HSBC Bank plc	Current	██████	401160
Interoute Communications Limited	HSBC Bank plc	Current	██████	400530
Interoute Applications Management Limited	Lloyds Bank plc	Current	██████	309618
Interoute Applications Management Limited	Lloyds Bank plc	Current	██████	309634
Interoute Cirrus Limited	National Westminster Bank plc	Collection Account	██████	601039
Interoute Cirrus Limited	National Westminster Bank plc	Current	██████	601039
Interoute Cirrus Limited	National Westminster Bank plc	Sinking Fund	██████	601039
Interoute Vtesse Limited	National Westminster Bank plc	Rent Account	██████	601039

Chargor	Bank	Account name	Account number	Sort code
Interoute Vtesse Limited	The Co-operative Bank plc	Current	██████████ ██	089043
Hibernia Atlantic (UK) Limited	The Royal Bank of Scotland plc	Current	██████████	160015
Hibernia Atlantic (UK) Limited	The Royal Bank of Scotland plc	Current	██████████	166300
Hibernia Media (UK) Limited	The Royal Bank of Scotland plc	Current	██████████	160015
Hibernia Media (UK) Limited	The Royal Bank of Scotland plc	Current	██████████	161090
Hibernia Media (UK) Limited	The Royal Bank of Scotland plc	Current	██████████	166300
Hibernia Media (UK) Limited	The Royal Bank of Scotland plc	Current	██████████	166300

SCHEDULE 4
SHARES AND INVESTMENTS

SHARES

Name of Chargor	Name of Company in which Shares Held	Description and Number of Shares Held	Share Certificate Number(s)
Interoute Communications Holdings Limited	Interoute Communications Limited	197,511,738 ordinary shares of €0.10 each	5, 6, 7 and 8
		1 ordinary share of £1.00	4
	Interoute Finco Limited	50,000 ordinary shares of £1.00 each	2
Interoute Communications Limited	Interoute Cirrus Limited	100 ordinary shares of £0.01 each	6
	MDNX Group Holdings Limited	787,922 ordinary shares of £0.01 each	-
	Interoute Media Services Limited	25,375,700 deferred shares of £0.01 each	13
	Interoute Application Management Limited	10,000 ordinary shares of £0.10 each	10
	Interoute Vtesse Limited	211,279 ordinary shares of £0.01 each	156
	Interoute Networks Limited	700,000 ordinary shares of £1.00 each	6
MDNX Group Holdings Limited	Easynet Enterprise Services Limited	18,000,001 Ordinary Shares of £1.00 each	-
	Interoute Managed Services UK Limited	1 ordinary share of £1.00 each	3

INVESTMENTS

None.

SCHEDULE 5 FORM OF DEED OF ACCESSION

DATE

PARTIES

1. [] (registered number []) with its registered office at [] (the "**Additional Chargor**");
and

KEYBANK NATIONAL ASSOCIATION acting through its office at 4900 Tiedeman Road; Mail Code: OH-01-49-0114, Brooklyn, Ohio 44144. USA as administrative agent and security trustee for the Secured Parties (the "**Administrative Agent**").

BACKGROUND

- A The Additional Chargor is a Subsidiary of [].
- B [] has entered into a debenture dated [] (the "**Debenture**") between the Chargors under and as defined in the Debenture and the Administrative Agent.
- C The Additional Chargor has agreed to enter into this deed and to become an Additional Chargor under the Debenture.
- D The Administrative Agent and the Additional Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- E The Administrative Agent holds the benefit of this deed on trust for the Secured Parties on the terms of the Loan Documents.

IT IS AGREED as follows:

1. Definitions and interpretation

Terms defined in the Debenture have the same meaning in this deed unless given a different meaning in this deed. This deed is a Loan Document.

2. Accession and covenant to pay

2.1 With effect from the date of this deed the Additional Chargor:

2.1.1 will become a party to the Debenture as a Chargor; and

2.1.2 will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

2.2 The Additional Chargor hereby covenants with the Administrative Agent (as agent for the Secured Parties) that it will on demand of the Administrative Agent pay, discharge and satisfy all Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due in accordance with the terms of the Loan Documents, whether by acceleration or otherwise, together with interest to the date of payment at

such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Secured Parties in relation to any such Secured Liabilities or generally in respect of the Chargors.

- 2.3 Neither the covenant to pay in Clause 2.2 above nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law.
- 2.4 This deed secures further advances made under or pursuant to the terms of the Loan Documents and the Lenders are, subject to and upon the terms and conditions of the Loan Documents, under an obligation to make further advances.

3. **Grant of Security**

3.1 **Common provisions as to all Security**

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

- 26.1.1 created with full title guarantee;
- 26.1.2 created in favour of the Administrative Agent as trustee for the Secured Parties and the Administrative Agent shall hold the benefit of this deed and the Security created by or pursuant to it on trust for the Secured Parties; and
- 26.1.3 continuing security for the payment and discharge of all the Secured Liabilities.

3.2 **Fixed security**

The Additional Chargor hereby:

- 3.2.1 grants to the Administrative Agent (as agent for the Secured Parties), a charge by way of first legal mortgage over all its Material Properties;
- 3.2.2 charges to the Administrative Agent (as agent for the Secured Parties), by way of first fixed charge, all of its rights, title and interest from time to time in and to its:
 - (a) Material Properties acquired by it after the date of this deed and all its current Material Properties (to the extent not validly and effectively charged by way of first legal mortgage pursuant to sub-clause 3.2.1 above);
 - (b) Property Interests;
 - (c) Equipment;
 - (d) Securities;
 - (e) Securities System Rights;

- (f) Intellectual Property;
- (g) Debts;
- (h) Accounts;
- (i) Pension Fund Interests;
- (j) Goodwill and Uncalled Capital;
- (k) to the extent capable of being charged, rights, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to sub-clauses 3.2.1-3.2.3 inclusive; and
- (l) all proceeds and products of the foregoing,

provided that in no event shall the Charged Assets subject to the first fixed charge under this sub-clause 3.2.2 include:

- (i) any Excluded Assets; or
- (ii) any freehold, leasehold or immovable property acquired after the date of this deed that is not a Material Property; and

3.2.3 assigns to the Administrative Agent (as agent for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies.

3.3 Floating Security

3.3.1 The Additional Chargor hereby charges to the Administrative Agent (as agent for the Secured Parties), by way of first floating charge, (a) all of its undertaking and assets at any time not effectively mortgaged, charged or assigned pursuant to sub-clauses 3.2.1-3.2.3 inclusive above and (b) all its assets situated in Scotland.

3.3.2 The floating charge created pursuant to paragraph 3.3.1 above shall be deferred in point of priority to all Fixed Security validly and effectively created by the Additional Chargor under the Loan Documents in favour of the Administrative Agent (as agent for the Secured Parties) as security for the Secured Liabilities.

4. Land Registry restriction

In respect of any Charged Property registered at the Land Registry, the Additional Chargor hereby consents to an application being made to HM Land Registry to enter the following restriction on the register of its title to such Charged Property:

"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 [] in favour of KEYBANK NATIONAL ASSOCIATION referred to in

the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer."

5. Powers of Attorney

5.1 Security power of attorney

The Additional Chargor by way of security irrevocably appoints the Administrative Agent and any Receiver severally to be its attorney in accordance with the terms set out in Clause 16.1 (*Power of attorney*) and Clause 16.2 (*Ratification*) of the Debenture.

5.2 Additional Chargors

The Additional Chargor irrevocably appoints [•] as its attorney for the purpose of executing a Deed of Accession relating to any other member of the Group on its behalf.

6. Negative pledge and restriction on disposal

The Additional Chargor shall not at any time except in accordance with the terms of the Loan Documents create or permit to subsist any Security over all or any part of its Charged Assets or dispose of or otherwise deal with any part of its Charged Assets.

7. Implied covenants for title

7.1 The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 3.2 (*Fixed security*) or Clause 3.3 (*Floating security*).

7.2 It shall be implied in respect of Clause 3.2 (*Fixed security*) and Clause 3.3 (*Floating security*) that the Additional Chargor is disposing of the Charged Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

8. Extension of power of sale

The power of sale or other disposal conferred on the Administrative Agent and on any Receiver by the Debenture and this deed shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Liabilities shall be deemed due and payable for that purpose) on execution of this Deed of Accession.

9. Restrictions

The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this deed or to the exercise by the Administrative Agent of its right to consolidate all or any of the Security created by or pursuant to this deed with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Administrative Agent without notice to the Additional Chargor on or at any time after the Security created by or pursuant to this deed has become enforceable in accordance with Clause 13.1 (*Enforcement events*) of the Debenture.

10. Notices

The Additional Chargor confirms that its address details for notices are as follows:

Address: [•]

Fax number: [•]

Attention: [•]

11. Miscellaneous

With effect from the date of this deed:

- 11.1 the Debenture will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this deed); and
- 11.2 all of the provisions contained in the Debenture in relation to the Security created by it and all the powers and rights conferred on the Administrative Agent and any Receiver in relation to the Security created by the Debenture shall extend and apply to the Security created by this deed.

12. Consent of existing Chargors

[•] agrees and consents, for itself and on behalf of each of the other existing Chargors, to the terms of this deed and further agrees that its execution shall not, in any way, prejudice or affect the Security granted by each of the existing Chargors pursuant to (and the covenants given by each of them in) the Debenture or any other Deed of Accession.

13. Governing law

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

14. Enforcement

- 14.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "**Dispute**").
- 14.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- 14.3 Notwithstanding sub-clause 14.1, the Administrative Agent may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Administrative Agent may take concurrent proceedings in any number of jurisdictions.

15. Counterparts

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF this deed has been signed by the Administrative Agent and executed as a deed by the Additional Chargor and [•] and is delivered by them as a deed on the date first above written.

SCHEDULE 1
PROPERTIES CURRENTLY OWNED

PART A
REGISTERED LAND

Additional Chargor	Registered Land

PART B
UNREGISTERED LAND

Additional Chargor	Unregistered Land

SCHEDULE 2
ACCOUNTS

Chargor	Bank	Account name	Account number	Sort code

SCHEDULE 3
SHARES AND INVESTMENTS

[Specify details of Shares and Investments]

SHARES

Name of Additional Chargor	Name of Company in which Shares Held	Description and Number of Shares Held	Share Certificate Number(s)
<hr/>	<hr/>	<hr/>	<hr/>

INVESTMENTS

Name of Securities Issuer/Additional Chargor	Description of Investment	Document Evidencing or Indicating Title
<hr/>	<hr/>	<hr/>

SIGNATORIES (TO DEED OF ACCESSION)

The Additional Chargor

EXECUTED as a **DEED** and)
DELIVERED by [])
[LIMITED] acting by:)

Director

in the presence of:)

Signature:

Name:

Address:

Occupation:

[•]

SIGNED by [])
for and on behalf of)
[each of the existing Chargors]:)

in the presence of:)

Signature:

Name:

Address:

Occupation:

The Administrative Agent

SIGNED by)
for and on behalf of)
KEYBANK NATIONAL ASSOCIATION:)

SCHEDULE 6

PART 1 FORM OF NOTICE OF CHARGE TO THIRD PARTY BANK

To: ☐ [name and address of third party bank]

Attention: ☐ []

Date:

Dear Sirs

We hereby give you notice that by a debenture dated ☐ 20[] (the "**Debenture**") (a copy of which is attached) we have charged to KEYBANK NATIONAL ASSOCIATION as agent for the Secured Parties (as defined therein) (the "**Administrative Agent**") all our right, title and interest in and to all sums of money which are now or may from time to time in the future be held in the following accounts in our name with you together with all interest credited thereto and the debts represented by those sums:

☐ (together the "**Accounts**")

We hereby irrevocably instruct and authorise you:

1. to credit to each Account all interest from time to time earned on the sums of money held in that Account;
2. to disclose to the Administrative Agent, without any reference to or further authority from us and without any liability or inquiry by you as to the justification for such disclosure, such information relating to the Accounts and the sums in each Account as the Administrative Agent may, at any time and from time to time, request you to disclose to it;
3. to hold all sums from time to time standing to the credit of each Account in our name with you to the order of the Administrative Agent;
4. to pay or release all or any part of the sums from time to time standing to the credit of each Account in our name with you in accordance with the written instructions of the Administrative Agent at any time and from time to time; and
5. to comply with the terms of any written notice or instructions in any way relating to the Accounts or the sums standing to the credit of any Account from time to time which you may receive at any time from the Administrative Agent without any reference to or further authority from us and without any liability or inquiry by you as to the justification for or validity of such notice or instructions.

By counter-signing this notice, the Administrative Agent confirms that we may make withdrawals from the Accounts until such time as the Administrative Agent shall notify you in writing that their permission is withdrawn, whereupon we will not be permitted to withdraw any amounts from any Account without the prior written consent of the Administrative Agent.

These instructions cannot be revoked or varied without the prior written consent of the Administrative Agent.

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

Please confirm your acceptance of the above instructions by returning the attached acknowledgement to the Administrative Agent with a copy to ourselves.

Yours faithfully

By:.....
for and on behalf of
[*relevant Chargor*]

Acknowledged and agreed

By:.....
for and on behalf of
[*Administrative Agent*]

PART 2
FORM OF ACKNOWLEDGEMENT FROM THIRD PARTY BANK

To: KEYBANK NATIONAL ASSOCIATION

[*Address*]

Date:

Dear Sirs

We confirm receipt of a notice dated [] (the "**Notice**") from [*relevant Chargor*] (the "**Company**") of a charge, upon the terms of the Debenture (as defined in the Notice), over all the Company's right, title and interest in and to all sums of money which are now or may from time to time in the future be held in the following accounts with us in the name of the Company together with interest relating thereto:

[] (together the "**Accounts**")

We confirm that:

1. we accept the instructions and authorisations contained in the Notice and undertake to comply with its terms;
2. we have not received notice of the interest of any third party in any Account or in the sums of money held in any Account or the debts represented by those sums and we will notify you promptly should we receive notice of any third party interest;
3. we have not claimed or exercised, nor will we claim or exercise, any Security or right of set-off or combination or counterclaim or other right in respect of any Account, the sums of money held in any Account or the debts represented by those sums;
4. until you notify us in writing that withdrawals are prohibited, the Company may make withdrawals from the Accounts; upon receipt of such notice we will not permit any amount to be withdrawn from any Account except against the signature of one of your authorised signatories; and
5. we will not seek to modify, vary or amend the terms upon which sums are deposited in the Accounts without your prior written consent.

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

Yours faithfully

.....
 for and on behalf of
 [*third party bank*]

SIGNATORIES TO DEBENTURE

The Original Chargors

EXECUTED as a DEED and)

DELIVERED by)

**EASYNET ENTERPRISE SERVICES)
LIMITED**

acting by:)

Director

In the presence of:

Witness Signature;

Witness Name: *Karen J Gutierrez*

Witness Address: *Manassas, VA*

Witness Occupation: *Executive Assistant*

EXECUTED as a DEED and)

DELIVERED by)

GTT HOLDINGS LIMITED)

acting by:)

Director

In the presence of:

Witness Signature;

Witness Name: *Karen J Gutierrez*

Witness Address: *Manassas, VA 20108*

Witness Occupation: *EA*

EXECUTED as a DEED and)
DELIVERED by)
GTT-EMEA LTD.)
acting by:)

Director

In the presence of:

Witness Signature;

Witness Name: *Karen J Gutierrez*

Witness Address: *MANASSASSA VA 2010*

Witness Occupation: *EA*

EXECUTED as a DEED and)
DELIVERED by)
HIBERNIA ATLANTIC (UK) LIMITED)
acting by:)

Director

In the presence of:

Witness Signature;

Witness Name: *Karen J Gutierrez*

Witness Address: *MANASSASSA VA*

Witness Occupation: *EA*

EXECUTION VERSION

EXECUTED as a DEED and)
DELIVERED by)
HIBERNIA EXPRESS (UK) LIMITED)
acting by:)

Director

In the presence of:

Witness Signature;

Witness Name: *Karen J Gutierrez*

Witness Address: *Manassas, VA 20110*

Witness Occupation: *EA*

EXECUTED as a DEED and)
DELIVERED by)
HIBERNIA MEDIA (UK) LIMITED)
acting by:)

Director

In the presence of:

Witness Signature;

Witness Name: *Karen J Gutierrez*

Witness Address: *Manassas, VA 20110*

Witness Occupation: *EA*

EXECUTED as a DEED and)
DELIVERED by)
INTERROUTE APPLICATION)
MANAGEMENT LIMITED
acting by:)

Director

In the presence of:

Witness Signature;

Witness Name: *Karen J Gutierrez*

Witness Address: *Manassas, VA 20110*

Witness Occupation: *EA*

EXECUTED as a DEED and)
DELIVERED by)
INTERROUTE CIRRUS LIMITED)
acting by:)

Director

In the presence of:

Witness Signature;

Witness Name: *Karen J Gutierrez*

Witness Address: *Manassas, VA 20110*

Witness Occupation: *EA*

EXECUTED as a DEED and)
DELIVERED by)
INTERROUTE COMMUNICATIONS)
HOLDINGS LIMITED
acting by:)

Director

In the presence of:

Witness Signature;

Witness Name: *Koran J Gutierrez*

Witness Address: Manassas, VA 20110

Witness Occupation: EA

EXECUTED as a DEED and)
DELIVERED by)
INTERROUTE COMMUNICATIONS)
LIMITED
acting by:)

Director

In the presence of:

Witness Signature;

Witness Name: *Koran J Gutierrez*

Witness Address: Manassas, VA 20110

Witness Occupation: EA

EXECUTION VERSION

EXECUTED as a DEED and)
DELIVERED by)
INTERROUTE FINCO LIMITED)
acting by:)

Director

In the presence of:

Witness Signature;

Witness Name: *Karen J Gutierrez*

Witness Address: *Manassas, VA 20110*

Witness Occupation: *EA*

EXECUTED as a DEED and)
DELIVERED by)
INTERROUTE MANAGED SERVICES)
UK LIMITED)
acting by:)

Director

In the presence of:

Witness Signature;

Witness Name: *Karen J Gutierrez*

Witness Address: *Manassas, VA 20110*

Witness Occupation: *EA*

EXECUTED as a DEED and)
DELIVERED by)
INTERROUTE MEDIA SERVICES)
LIMITED
acting by:)

Director

In the presence of:

Witness Signature

Witness Name: *Karen J Gutierrez*

Witness Address: *Manassas, VA 20110*

Witness Occupation: *EA*

EXECUTED as a DEED and)
DELIVERED by)
INTERROUTE NETWORKS LIMITED)
acting by:)

Director

In the presence of:

Witness Signature;

Witness Name: *Karen J Gutierrez*

Witness Address: *Manassas, VA*

Witness Occupation: *EA*

EXECUTION VERSION

EXECUTED as a DEED and)
DELIVERED by)
INTERROUTE VTESSE LIMITED)
acting by:)

Director

In the presence of:

Witness Signature:

Witness Name: *Karen J Gutierrez*

Witness Address: *Manassas VA 20110*

Witness Occupation: *EA*

EXECUTED as a DEED and)
DELIVERED by)
MDNX GROUP HOLDINGS LIMITED)
acting by:)

Director

In the presence of:

Witness Signature:

Witness Name: *Karen J Gutierrez*

Witness Address: *Manassas VA 20110*

Witness Occupation: *EA*

EXECUTION VERSION

EXECUTED as a DEED and)

DELIVERED by)

EASYNET MANAGED SERVICES)
LIMITED

acting by:)

Director

In the presence of:

Witness Signature:

Witness Name: *Karen J Gutierrez*

Witness Address: *Manassus, VA 20110*

Witness Occupation: *EA*

The Administrative Agent

EXECUTED as a DEED and)

DELIVERED by)

KEYBANK NATIONAL ASSOCIATION)

as Administrative Agent, acting by)

Director

[Redacted Signature]

Jeff Kalinowski

In the presence of:

Witness Signature;

[Redacted Signature]

Witness Name: *Deck Restivo*

Witness Address: *127 Public Sq, Cleveland, OH 44114*

Witness Occupation: *Banker*