



**Registration of a Charge**

Company Name: **ONETRUST TECHNOLOGY LIMITED**

Company Number: **04156317**



XB8AX55K

Received for filing in Electronic Format on the: **15/07/2022**

**Details of Charge**

Date of creation: **30/06/2022**

Charge code: **0415 6317 0005**

Persons entitled: **KEYBANK NATIONAL ASSOCIATION**

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: **WE 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 A CERTIFIED COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BURGES SALMON LLP [HF03]**



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

Company number: 4156317

Charge code: 0415 6317 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2022 and created by ONETRUST TECHNOLOGY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th July 2022 .

Given at Companies House, Cardiff on 19th July 2022

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**

## SECURITY AGREEMENT

ONETRUST TECHNOLOGY LIMITED (1)

and

KEYBANK NATIONAL ASSOCIATION (2)

Ref: WP02/RR07  
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Classification: Confidential

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THIS DEED is dated

30 June 2022 and is made

**BETWEEN:**

- (1) **ONETRUST TECHNOLOGY LIMITED** a company incorporated and registered in England and Wales with company number 04156317 whose registered office is 82 St John Street, London EC1M 4JN (the "**Chargor**"); and
- (2) **KEYBANK NATIONAL ASSOCIATION** a company organised and existing under the laws of Delaware whose principal place of business is at 127 Public Square, Cleveland, Ohio 44114-1226, United States Of America (the "**Administrative Agent**" as security trustee for the Secured Parties (as defined below)).

**BACKGROUND:**

- (A) The Lenders and the Issuing Lender (as defined in the Credit Agreement (as defined below)) have agreed, pursuant to the Credit Agreement, to provide the Borrower (as defined in the Credit Agreement) with loan and letter of credit facilities on a secured basis.
- (B) Under this Deed, the Chargor provides security to the Administrative Agent for the facilities made or to be made available under the Credit Agreement.

**IT IS AGREED** as follows:

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed:

**"Accounts"** means the bank accounts of the Chargor including, without limitation, the accounts detailed in Part C of Schedule 1 (*Security Assets*) but excluding, for the avoidance of doubt, the Restricted Account.

**"Act"** means the Law of Property Act 1925.

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, registration or resolution.

**"Credit Agreement"** means the US dollar credit and security agreement dated on or around the date of this Deed between the Borrower and the Administrative Agent.

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

**"Equipment"** means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the

time being owned by the Chargor, including any part of it and all spare parts, replacements, modifications and additions.

**"Intellectual Property"** means:

- (a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of the Chargor.

**"Investments"** means all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Chargor, including (but not limited to):

- (a) the Shares;
- (b) any dividend, interest or other distribution paid or payable in relation to any of the Investments; and
- (c) any right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.

**"Material Real Property"** means (a) all freehold property owned by the Chargor on the Closing Date and identified in Schedule 1 hereto, and (b) any freehold property acquired by the Chargor after the Closing Date with a cost or book value (whichever is less) in excess of ten million dollars (\$10,000,000).

**"Party"** means a party to this Deed.

**"Receiver"** means a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed.

**"Relevant Contract"** means the contracts listed in Part D of Schedule 1 (*Security Assets*) and any other contract designated as a Relevant Contract by the Chargor and the Administrative Agent.

**"Restricted Account"** means the restricted bank account held by the Chargor with HSBC UK Bank plc with account number [REDACTED] 6683 and sort code [REDACTED] 16.

**"Secured Obligations"** means collectively, (a) the Obligations of the Chargor, (b) all obligations and liabilities of the Chargor owing to a Lender (or an entity that is an Affiliate of a then existing Lender) under Hedge Agreements, and (c) the Bank Product

Obligations owing to a Lender (or an entity that is an Affiliate of a then existing Lender) by the Chargor under Bank Product Agreements; provided that Secured Obligations of a Credit Party shall not include Excluded Swap Obligations owing from such Credit Party.

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

"**Security Asset**" means any asset of the Chargor which is, or is expressed to be, subject to any Security created by this Deed.

"**Secured Parties**" means each party to the Credit Agreement other than the Borrower, the beneficiary of any Secured Obligations and any Receiver or Delegate.

"**Security Period**" means the period beginning on the date of this Deed and ending when there has been a Payment in Full of the Secured Obligations.

"**Shares**" means all present and future shares issued to the Chargor, including but not limited to those detailed in Part B of Schedule 1 (*Security Assets*).

"**Third Parties Act**" means The Contracts (Rights of Third Parties) Act 1999.

## 1.2 Construction

- (a) Capitalised terms defined in the Credit Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) In this Deed:
  - (i) clause, Schedule and paragraph headings shall not affect the interpretation of this deed;
  - (ii) a person includes an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees;
  - (iii) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
  - (iv) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;



- (v) a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- (vi) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (vii) a reference to a statute or statutory provision shall include all subordinate legislation made under that statute or statutory provision;
- (viii) a reference to writing or written includes fax and email;
- (ix) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (x) a reference to this deed (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- (xi) unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this deed and a reference to a paragraph is to a paragraph of the relevant Schedule;
- (xii) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (xiii) a reference to an amendment includes a novation, supplement or variation (and amend and amended shall be construed accordingly);
- (xiv) a reference to assets includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (xv) a reference to determines or determined means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- (xvi) a reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency;

department or regulatory, self-regulatory or other authority or organisation.

- (c) Unless a contrary indication appears, a reference in this Deed to:
- (i) a Loan Document or any other agreement or instrument is a reference to that Loan Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
  - (ii) any rights in respect of an asset includes:
    - (A) all amounts and proceeds paid or payable;
    - (B) all rights to make any demand or claim; and
    - (C) all powers, remedies, causes of action, security, guarantees and indemnities,in each case in respect of or derived from that asset;
  - (iii) any share, stock, debenture, bond or other security or investment includes:
    - (A) any dividend, interest or other distribution paid or payable;
    - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,in each case in respect of that share, stock, debenture, bond or other security or investment;
  - (iv) the term "this Security" means any Security created by this Deed; and
  - (v) a reference to "continuing" in relation to an Event of Default means an Event of Default that has not been remedied to the satisfaction of the Administrative Agent or waived in accordance with the Credit Agreement.
- (d) Any covenant of the Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) The terms of the other Loan Documents and of any other agreement or instrument between any Parties in relation to any Loan Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

- (f) If the Administrative Agent considers (acting reasonably) that an amount paid to a Secured Party under a Loan Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

### **1.3 Effect as a deed**

This Deed is intended to take effect as a deed notwithstanding that the Administrative Agent may have executed it under hand only.

### **1.4 Third party rights**

- (a) Unless expressly provided to the contrary in a Loan Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Loan Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver or Delegate may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

## **2 CREATION OF SECURITY**

### **2.1 General**

- (a) The Chargor must pay or discharge the Secured Obligations in the manner provided for in the Loan Documents.
- (b) All the security created under this Deed:
  - (i) is created in favour of the Administrative Agent;
  - (ii) is created over present and future assets of the Chargor;
  - (iii) is security for the payment of all the Secured Obligations; and
  - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

- (c) If the granting of any Security in respect of any Security Asset is prohibited:
  - (i) if the Security Asset constitutes a right under any contract, this Security will constitute security over all proceeds and other amounts which the Chargor may receive, or has received, under the relevant contract but will exclude the Chargor's other rights under that contract; and
  - (ii) the Chargor shall hold that Security Asset in trust for the Administrative Agent to the extent not prohibited.
- (d) The Administrative Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

## 2.2 Land

- (a) Subject to Clause 4.4 (*Real property restricting charging*), the Chargor charges:
  - (i) by way of a first legal mortgage all Material Real Property now owned by it (other than any freehold property in Scotland) including, without limitation, the real property (if any) specified in Part B of Schedule 1 (*Security Assets*); and
  - (ii) (to the extent that they are not either (A) the subject of a mortgage under paragraph (i) above or (B) freehold property in Scotland) by way of a first fixed charge all Material Real Property now owned by it or owned by it after the Closing Date.
- (b) A reference in this Clause 2 to a mortgage or charge of any freehold property includes:
  - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
  - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

## 2.3 Investments

The Chargor charges by way of a first fixed charge its interest in all the Investments except any Excluded Property.

## 2.4 Plant and machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 2.2 (*Land*), the Chargor charges by way of a first fixed charge all plant and

machinery owned by the Chargor and its interest in any plant or machinery in its possession, except any Excluded Property.

**2.5 Credit balances**

- (a) The Chargor charges by way of a first fixed charge all of its rights in respect of any Account, except in respect of any Excluded Property and the debt represented by it.
- (b) The Chargor charges by way of a first fixed charge all of its rights in respect of any account it has with any person other than the accounts referred to in paragraph (a) above, except in respect of any Excluded Property and the Restricted Account, any amount standing to the credit of any such account and the debt represented by it.

**2.6 Book debts etc.**

- (a) The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption:
  - (i) all of its book and other debts;
  - (ii) all other moneys due and owing to it; and
  - (iii) the benefit of all rights in relation to any item under paragraphs (i) to (ii) above.
- (b) To the extent they have not been effectively assigned under paragraph (a) above, the Chargor charges by way of first fixed charge all of the assets listed in paragraph (a) above, except any Excluded Property.

**2.7 Insurances**

- (a) The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest (together, the "Insurance Rights") but excluding such policies of insurance to the extent that they related to third party liabilities, or to the extent that the basis of settlement under any insurance policy in respect of a Material Real Property requires monies received pursuant to such insurance policy to be applied in or towards replacing, restoring or reinstating such Material Real Property.
- (b) To the extent that they have not been effectively assigned under paragraph (a) above, the Chargor charges by way of a first fixed charge all of its Insurance Rights, except any Excluded Property.

## **2.8 Relevant Contracts and other contracts**

- (a) The Chargor:
  - (i) assigns absolutely, subject to a proviso for re-assignment on redemption and excluding any Excluded Property, all of its rights:
    - (A) under each Relevant Contract;
    - (B) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and
  - (ii) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 2 and excluding any Excluded Property.
- (b) To the extent that they have not been effectively assigned under paragraph (a)(i) above, the Chargor charges by way of a first fixed charge all of its rights listed under paragraph (a)(i) above.

## **2.9 Miscellaneous**

The Chargor charges by way of first fixed charge:

- (a) its goodwill;
  - (b) all the Equipment;
  - (c) all the Intellectual Property;
  - (d) the benefit of any Authorisation (statutory or otherwise) which is capable of being charged and which is held in connection with the Chargor's business or in connection with its use of any Security Asset;
  - (e) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (d) above;
  - (f) its uncalled capital; and
  - (g) the benefit of all rights in relation to any item under paragraphs (a) to (f) above
- in each case, except any Excluded Property.

## **2.10 Consent for charge over Restricted Account**

- (a) Subject to paragraph (c) below, the Chargor undertakes to apply for the relevant consent from HSBC UK Bank plc to charge by way of a floating charge all

amounts standing to the credit of the Restricted Account, within seven days of the date of this Deed and to use best endeavours to obtain such consent as soon as reasonably possible and to keep the Administrative Agent informed of its progress.

- (b) Immediately upon receipt of the relevant consent, all amounts standing to the credit of the Restricted Account shall stand charged to the Administrative Agent under Clause 2.12 (*Floating charge*) below.
- (c) If the Chargor has not been able to obtain such consent within 2 months of the date of this Deed and it reasonably considers that it will not be able to obtain such consent, its obligation to seek such consent under this Clause 2.10 shall cease.

## 2.11 Consent for Intra Group Intellectual Property Licenses

- (a) For any Intellectual Property in which a Subsidiary has an interest under any licence or other agreement from another Subsidiary which prohibits either absolutely or conditionally (including requiring the consent of any third party) the Chargor from granting an assignment over that Intellectual Property, the Chargor undertakes to apply for the relevant consent, certificate or waiver of prohibition or condition within fourteen days of the date of this Deed and to use reasonable endeavours to obtain such consent as soon as reasonably possible and to keep the Administrative Agent informed of its progress.
- (b) Immediately upon receipt of the relevant waiver or consent, the relevant Intellectual Property shall stand charged to the Administrative Agent under Clause 2 (*Creation of Security*). If required by the Administrative Agent, at any time following receipt of that waiver or consent, the Chargor will forthwith execute legal assignment in such form as the Administrative Agent shall reasonably require.

## 2.12 Floating charge

- (a) Subject to paragraph (g) below, the Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2.12 (*Floating charge*).
- (b) Except as provided below, the Administrative Agent may by notice to the Chargor convert the floating charge created by this Clause 2.12 (*Floating charge*) into a fixed charge as regards any of the Chargor's assets specified in that notice if:
  - (i) an Event of Default is continuing; or

- (ii) the Administrative Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process.
- (c) Subject to paragraph (d) below, the floating charge created by this Clause 2.12 (*Floating charge*) may not be converted into a fixed charge solely by reason of:
  - (i) the obtaining of a moratorium; or
  - (ii) anything done with a view to obtaining a moratorium,under Part A1 of the Insolvency Act 1986.
- (d) Paragraph (c) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986;
- (e) The floating charge created by this Clause 2.12 (*Floating charge*) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of the Chargor's assets if:
  - (i) the Chargor:
    - (A) creates, or attempts to create, any Security or a trust in favour of any person over all or any part of the Security Assets (except as expressly permitted by the terms of this Deed or the Credit Agreement); or
    - (B) disposes, or attempts to dispose, of all or any part of the Security Assets (other than any Security Asset which are subject only to the floating charge created by this Clause 2.12 (*Floating charge*) while it remains uncrystallised),without the prior written consent of the Administrative Agent or as permitted by the terms of the Loan Documents;
  - (ii) any Event of Default has occurred which is continuing; or
  - (iii) any person levies, or attempts to levy, any distress, attachment, execution or other legal process against all or any part of the Security Assets.
- (f) The floating charge created by this Clause 2.12 (*Floating charge*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.



- (g) There shall be excluded from the Security created by this Clause 2.12 (*Floating charge*) and from the operation of Clause 19 (*Further Assurance*) all amounts standing to the credit of the Restricted Account until such time as consent to charge is obtained by the Chargor.

### **2.13 Property restricting charging**

- (a) There shall be excluded from any mortgage or charge created by Clause 2.2 (*Land*), 2.9 (*Miscellaneous*) and 4.1 (*Acquisitions*):
  - (i) any freehold real property owned by the Chargor which is subject to a restriction registered on the title to that freehold real property which requires the consent of a third party in order to create or register a legal charge on the title to that property; and
  - (ii) any Intellectual Property in which a Chargor has an interest under any licence or other agreement which prohibits either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its interest in that Intellectual Property

until the relevant condition or waiver has been satisfied or obtained.

- (b) For all freehold real property and Intellectual Property referred to in Clause 2.13(a) each relevant Chargor undertakes to apply for the relevant consent, certificate or waiver of prohibition or condition within fourteen days of the date of this Debenture or of the date of the acquisition and to use reasonable endeavours to obtain such consent and to keep the Administrative Agent reasonably informed of the progress of its application.
- (c) Promptly upon receipt of the relevant waiver, certificate or consent, the formerly excluded freehold real property or Intellectual Property shall stand charged to the Administrative Agent under Clause 2.2 (*Land*) and 2.9 (*Miscellaneous*). If required by the Security Agent, at any time following receipt of that waiver or consent, the relevant Chargor shall promptly execute a valid legal mortgage or fixed charge in such form as the Security Agent shall reasonably require.

## **3 RESTRICTIONS ON DEALINGS**

### **3.1 Security**

Except as expressly allowed under the Credit Agreement or this Deed, the Chargor must not create or permit to subsist any Security on any Security Asset.

### 3.2 Disposals

Except as expressly allowed under the Credit Agreement or this Deed, the Chargor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset.

## 4 LAND

### 4.1 Acquisitions

If the Chargor acquires any Material Real Property in England and Wales in accordance with the Credit Agreement after the date of this Deed it must:

- (a) notify the Administrative Agent promptly;
- (b) promptly on request by the Administrative Agent and at the cost of the Chargor, execute and deliver to the Administrative Agent a legal mortgage over that property in favour of the Administrative Agent in any form which the Administrative Agent may reasonably require; and
- (c) if the title to that Material Real Property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Security; and
- (d) if applicable, ensure that this Security is correctly noted against that title in the title register at the Land Registry.

### 4.2 Land Registry

The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Material Real Property registered at the Land Registry:

*"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 their conveyancer. (Standard Form P)".*

### 4.3 Deposit of title deeds.

If the Chargor acquires any Material Real Property in England and Wales in accordance with the Credit Agreement after the date of this Deed, it must promptly either:

- (a) deposit with the Administrative Agent all deeds and documents which are in the Chargor's possession (the "Title Documents");

- (b) procure that the Title Documents are held to the order of the Administrative Agent by a firm of solicitors approved by the Administrative Agent (acting reasonably) for that purpose.

## **5 EQUIPMENT**

### **5.1 Maintenance**

The Chargor shall maintain the Equipment in good and serviceable condition and repair in all material respects (except for expected fair wear and tear).

## **6 INVESTMENTS**

### **6.1 Deposit**

- (a) The Chargor must immediately deliver to the Administrative Agent, to hold as security for the Secured Obligations, all certificated securities for the Investments owned by the Chargor in suitable form for transfer by delivery, or accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Administrative Agent provided that:
  - (i) in no case shall the Chargor be required to deliver any certificated securities evidencing Excluded Equity Interests; and
  - (ii) unless an Event of Default has occurred and is continuing, the Chargor shall not be required to deliver any certificated shares other than with respect to certificated securities which:
    - (A) evidence Equity Interests in its Subsidiaries (other than Excluded Equity Interests); or
    - (B) have a fair market value of more than five hundred thousand dollars (\$500,000).

### **6.2 Nominations**

The Chargor shall not, during the Security Period, exercise any rights (including, without limitation, any rights under sections 145 and 146 of the Companies Act 2006) to nominate any person in respect of any of the Investments.

### **6.3 Calls**

If the Chargor fails to do so, the Administrative Agent may pay the calls or other payments in respect of any of its Investments on behalf of the Chargor. The Chargor must immediately upon receipt of a written request reimburse the Administrative Agent for any payment made by the Administrative Agent under this Clause 6.3 (Calls).

#### **6.4 Constitutional Documents and preservation of rights**

The Chargor shall reasonably ensure (as far as it is able to by the exercise of all voting rights, powers of control and other means available to it) that any issuer of the Investments (that is not a public company) shall not refuse to register any transfer of any of the Investments that may be lodged with it for registration by, or on behalf of, the Administrative Agent or the Chargor in accordance with this Deed.

#### **6.5 Other obligations in respect of Investments**

- (a) The Chargor must promptly send a copy to the Administrative Agent of, and comply with all requests for, material information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Investments. If it fails to do so, the Administrative Agent may elect to provide such information as it may have on behalf of the Chargor.
- (b) The Chargor must comply with all other material conditions and obligations assumed by it in respect of any of its Investments.
- (c) The Administrative Agent is not obliged to:
  - (i) perform any obligation of the Chargor;
  - (ii) make any payment;
  - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or
  - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,
 in respect of any of the Investments.

#### **6.6 Voting rights**

- (a) Before this Security becomes enforceable, the voting rights, powers and other rights in respect of its Investments will be exercised:
  - (i) by the Chargor; or
  - (ii) if exercisable by the Administrative Agent, in any manner which the Chargor may direct the Administrative Agent in writing;
- (b) After this Security has become enforceable and having given a Voting Notice to the Chargor, the Administrative Agent may at any time exercise (in the name of

the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

- (c) For the purposes of this Clause 6.6, "**Voting Notice**" means a written notice, in such form as the Administrative Agent may in its absolute discretion determine, notifying the Chargor of the Administrative Agent's right to exercise any voting and other rights pursuant to Clause 6.6(b) above.

## **7 ACCOUNTS**

### **7.1 General**

In this Clause 7, "**Account Bank**" means a person with whom an Account is maintained.

### **7.2 Book debts and receipts**

- (a) The Chargor must get in and realise its:
- (i) rental income and other amounts due from tenants or any other occupiers of the Material Real Property; and
  - (ii) book and other debts and other moneys due and owing to it,
- in the ordinary course of its business and hold the proceeds of the getting in and realisation on trust for the Administrative Agent.

### **7.3 Notices of charge**

The Chargor must:

- (a) promptly serve a notice of charge, substantially in the form of Part A of Schedule 3 (*Forms of Letter for Account Bank*), on each Account Bank; and
- (b) use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part B of Schedule 3 (*Forms of Letter for Account Bank*)

in each case, except in relation to an Excluded Account.

## 8 INSURANCES

The Chargor must:

- (a) promptly serve a notice of assignment, substantially in the form of Part A of Schedule 4 (*Forms of Letter for Insurers*), on each counterparty to a contract or policy of insurance; and
- (b) use reasonable endeavours to ensure that each such counterparty acknowledges that notice, substantially in the form of Part B of Schedule 4 (*Forms of Letter for Insurers*).

## 9 INTELLECTUAL PROPERTY

The Chargor, as registered proprietor, appoints the Administrative Agent for the particulars of this Deed and of the Secured Parties; interest in its existing trademarks and trademark applications and any future trademarks or trade mark applications registered or to be registered in the United Kingdom in the name of that Chargor, to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994, and the Chargor agrees to execute all documents and forms required to enable those particulars to be entered on the Register of Trade Marks.

## 10 RELEVANT CONTRACTS

- (a) The Chargor must:
  - (i) immediately on the date of this Deed or, if later, the date on which it enters into a Relevant Contract, serve a notice of assignment or charge (as applicable), substantially in the form of Part A of Schedule 5 (*Forms of Letter for Other Contracts*), on each counterparty to any such contract; and
  - (ii) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part B of Schedule 5 (*Forms of Letter for Other Contracts*).
- (b) The Chargor shall, unless the Administrative Agent otherwise agrees in writing, comply with the terms of each Relevant Contract.
- (c) The Chargor shall not, unless the Administrative Agent agrees otherwise in writing:
  - (i) amend or vary or agree to any change in, or waive any requirement of or its rights under;

- (ii) settle, compromise, terminate, rescind or discharge (except by performance); or
  - (iii) abandon, waive, dismiss, release or discharge any action claim or proceedings against any counterparty to a Relevant Contract or any other person in connection with,
- any Relevant Contract.

## **11 REPRESENTATIONS AND WARRANTIES**

### **11.1 Times for making representations and warranties**

The Chargor makes the representations and warranties set out in this clause 10 to the Administrative Agent on the date of this Deed, and the representations and warranties contained in Clauses 11.2 to 11.4 and Clause 11.11 are deemed to be repeated on each Credit Event with reference to the facts and circumstances existing at the time of repetition.

### **11.2 Property**

Part B of Schedule 1 (*Security Assets*) identifies Material Real Property beneficially owned by the Chargor as at the date of this Deed.

### **11.3 Shares**

The Chargor is the legal and beneficial owner of the Shares including those identified against its name in Part B of Schedule 1 (*Security Assets*) and all of those Shares are fully paid.

### **11.4 Bank Accounts**

The Chargor is the sole legal and beneficial owner of the Accounts. It has full power to establish and maintain the Accounts and to enter into and deliver and to create the Security constituted by this Deed.

### **11.5 No adverse covenants**

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Security Assets.

### **11.6 No breach of laws**

There is no breach of any law or regulation that materially and adversely affects the Security Assets.

**11.7 No interference in enjoyment**

No facility necessary for the enjoyment and use of the Security Assets is subject to terms entitling any person to terminate or curtail its use in a manner which would have a material adverse effect on the value of the Security Assets.

**11.8 Avoidance of security**

No Security expressed to be created under this Deed is reasonably liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise.

**11.9 Enforceable security**

This Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargor, and is, and will continue to be, effective security over all and every part of the Security Assets in accordance with its terms.

**11.10 Investments**

- (a) The Investments are fully paid and are not subject to any option to purchase or similar rights.
- (b) No constitutional document of an issuer of an Investment in any Subsidiary, nor any other agreement:
  - (i) restricts or inhibits any transfer of the Investments on creation or enforcement of the security constituted by this Deed; or
  - (ii) contains any rights of pre-emption in relation to the Investments.
- (c) The Chargor has complied with all notices relating to all or any of the Investments received by it pursuant to sections 790D and 790E of the Companies Act 2006.
- (d) No warning notice has been issued under paragraph 1(2) of Schedule 1B of the Companies Act 2006, and no restrictions notice has been issued under paragraph 1(3) of Schedule 1B of the Companies Act 2006, in respect of all or any of the Investments.
- (e) The Chargor has not made any nomination under section 145 or section 146 of the Companies Act 2006 in connection with any of the Investments.

**12 WHEN SECURITY BECOMES ENFORCEABLE**

**12.1 Event of Default**

This Security will become immediately enforceable if an Event of Default occurs and is continuing.



## **12.2 Discretion**

After this Security has become enforceable, the Administrative Agent may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Credit Agreement.

## **12.3 Statutory powers**

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

# **13 ENFORCEMENT OF SECURITY**

## **13.1 General**

- (a) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Administrative Agent are extended so as to authorise the Administrative Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Administrative Agent may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

## **13.2 No liability as mortgagee in possession**

Neither the Administrative Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

## **13.3 Privileges**

The Administrative Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

## **13.4 Protection of third parties**

No person (including a purchaser) dealing with the Administrative Agent or a Receiver or its or his/her agents will be concerned to enquire:

- (a) whether the Secured Obligations have become payable;

- (b) whether any power which the Administrative Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Loan Documents; or
- (d) how any money paid to the Administrative Agent or to that Receiver is to be applied.

#### **13.5 Redemption of prior mortgages**

- (a) At any time after this Security has become enforceable, the Administrative Agent may:
  - (i) redeem any prior Security against any Security Asset; and/or
  - (ii) procure the transfer of that Security to itself; and/or
  - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.
- (b) The Chargor must pay to the Administrative Agent, immediately on demand, the costs and expenses incurred by the Administrative Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

#### **13.6 Contingencies**

At any time after an Event of Default has occurred and is continuing but no amount is due under the Loan Documents but amounts may or will become due, the Administrative Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

#### **13.7 Financial collateral**

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the Chargor under this Deed 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), the Administrative Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.

- (b) Where any financial collateral is appropriated:
- (i) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
  - (ii) in any other case, its value will be such amount as the Administrative Agent reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and each Finance Party will give credit for the proportion of the value of the financial collateral appropriated to its use;

## 14 RECEIVER

### 14.1 Appointment of Receiver.

- (a) Except as provided below, the Administrative Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
  - (i) this Security has become enforceable; or
  - (ii) the Chargor so requests to the Administrative Agent at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Administrative Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The Administrative Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Administrative Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

#### **14.2 Removal**

The Administrative Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

#### **14.3 Remuneration**

The Administrative Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

#### **14.4 Agent of the Chargor**

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

#### **14.5 Relationship with Administrative Agent**

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Administrative Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

### **15 POWERS OF RECEIVER**

#### **15.1 General**

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 15 in addition to those conferred on it by any law. This includes:
  - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
  - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of

the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

**15.2 Possession**

A Receiver may take immediate possession of, get in and realise any Security Asset.

**15.3 Carry on business**

A Receiver may carry on any business of the Chargor in any manner they think fit.

**15.4 Employees**

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as they think fit.
- (b) A Receiver may discharge any person appointed by the Chargor.

**15.5 Borrow money**

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which they think fit.

**15.6 Sale of assets**

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which they think fit.
- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which they think fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor.

**15.7 Leases**

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which they think fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which they think fit (including the payment of money to a lessee or tenant on a surrender).

**15.8 Compromise**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

**15.9 Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which they think fit.

**15.10 Receipts**

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

**15.11 Subsidiaries**

A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.

**15.12 Delegation**

A Receiver may delegate his/her powers in accordance with this Deed.

**15.13 Lending**

A Receiver may lend money or advance credit to any person.

**15.14 Protection of assets**

A Receiver may:

- (a) effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

In each case as they think fit.

**15.15 Other powers**

A Receiver may:

- (a) do all other acts and things which they may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which they would be capable of exercising if they were the absolute beneficial owner of that Security Asset; and
- (c) use the name of the Chargor for any of the above purposes.

**16 APPLICATION OF PROCEEDS**

All amounts from time to time received or recovered by the Administrative Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Administrative Agent and applied in accordance with the Credit Agreement. This Clause 16:

- (a) is subject to the payment of any claims having priority over this Security; and
- (b) does not prejudice the right of any Secured Party to recover any shortfall from the Chargor.

**17 EXPENSES AND INDEMNITY**

The Chargor must:

- (a) promptly on demand pay to each Secured Party the amount of all reasonable and documented costs and expenses (including legal fees) incurred by that Secured Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation; and
- (b) keep each Secured Party indemnified against any failure or delay in paying those costs or expenses provided that such indemnity shall not apply to (a) costs or expenses directly resulting from the gross negligence, wilful misconduct of, or bad faith breach of this Deed by, such Secured Party, as determined by a final and non-appealable judgment of a court of competent jurisdiction or (b) if such indemnity relates to any dispute solely among the Secured Parties that does not involve the Chargor. All amounts due under this Clause 17 shall be paid within ten (10) days after written demand therefor, which demand shall set forth in reasonable detail the amount and nature of reimbursement claimed.

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**18 DELEGATION**

**18.1 Power of Attorney**

The Administrative Agent or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

**18.2 Terms**

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Administrative Agent or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

**18.3 Liability**

Neither the Administrative Agent nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

**19 FURTHER ASSURANCES**

(a) The Chargor must promptly, at its own expense, take whatever action the Administrative Agent or a Receiver may require for:

- (i) creating, perfecting or protecting any security over any Security Asset; or
- (ii) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Administrative Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.

(b) The action that may be required under paragraph (a) above includes:

- (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Administrative Agent or to its nominees; or
- (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Administrative Agent may consider necessary or desirable.



**20 POWER OF ATTORNEY****20.1 Power of attorney**

The Chargor, by way of security, irrevocably and severally appoints the Administrative Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Chargor under or pursuant to this Deed or generally for enabling the Administrative Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 20.

**20.2 Exercise of power of attorney**

The Administrative Agent may only exercise the power of attorney granted by the Chargor pursuant to Clause 20.1 (*Power of attorney*) following:

- (a) the occurrence of an Event of Default which has occurred and is continuing; or
- (b) the failure by the Chargor to comply with any further assurance or perfection of security obligations required by the terms of this Deed within 5 Business Days of such further assurance or perfection of security obligation arising.

**21 MISCELLANEOUS****21.1 Continuing Security**

This Security is a continuing security and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part.

**21.2 Tacking**

Each Lender must perform its obligations under the Credit Agreement (including any obligation to make available further advances).

**21.3 New Accounts**

- (a) If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with the Chargor.

- (b) If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

#### **21.4 Time deposits**

Without prejudice to any right of set-off any Secured Party may have under any other Loan Document or otherwise, if any time deposit matures on any account the Chargor has with any Secured Party within the Security Period when:

- (a) this Security has become enforceable; and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

#### **21.5 Notice to Chargor**

This Deed constitutes notice in writing to the Chargor of any charge or assignment of a debt owed by the Chargor to the Borrower and contained in any other Security Document.

### **22 NOTICES**

#### **22.1 Communications in writing**

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

#### **22.2 Addresses**

The address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is:

- (a) in the case of the Chargor: [REDACTED] Attention: Kabir Barday
- (b) in the case of the Administrative Agent: 127 Public Square, Cleveland, Ohio 44114-1306. Attention: Institutional Bank

or any substitute address or department or officer as the Party may notify to the Administrative Agent (or the Administrative Agent may notify to the other Parties, if a change is made by the Administrative Agent) by not less than five Business Days' notice.

#### **22.3 Delivery**

- (a) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address and, if a particular department or officer is specified as part of its address details, if addressed to that department or officer.
- (b) Any communication or document to be made or delivered to the Administrative Agent will be effective only when actually received by the Administrative Agent and then only if it is expressly marked for the attention of the department or officer identified with the Administrative Agent's signature below (or any substitute department or officer as the Administrative Agent shall specify for this purpose).
- (c) Any communication or document which becomes effective, in accordance with paragraphs (a) to (b), after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

#### **22.4 Electronic communication**

- (a) Any communication to be made between any two Parties under or in connection with this Deed may be made by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two Parties:
  - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and
  - (ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.
- (b) Any such electronic communication as specified in paragraph (a) above to be made between the Chargor and Administrative Agent may only be made in that way to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication.
- (c) Any such electronic communication as specified in paragraph (a) above made between any two Parties will be effective only when actually received (or made

available) in readable form and in the case of any electronic communication made by a Party to the Administrative Agent only if it is addressed in such a manner as the Administrative Agent shall specify for this purpose.

- (d) Any electronic communication which becomes effective, in accordance with paragraph (c) above, after 5:00 p.m. in the place in which the Party to whom the relevant communication is sent or made available has its address for the purpose of this Agreement shall be deemed only to become effective on the following day.

## **22.5 English language**

- (a) Any notice given under or in connection with this Deed must be in English.
- (b) All other documents provided under or in connection with this Deed must be:
  - (i) in English; or
  - (ii) if not in English, and if so required by the Administrative Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

## **23 RELEASE**

At the end of the Security Period, the Administrative Agent must, at the request and cost of the Chargor, take whatever action is reasonably necessary to release its Security Assets from this Security.

## **24 COUNTERPARTS**

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

## **25 GOVERNING LAW**

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

## **26 ENFORCEMENT**

- 26.1** The courts of England have exclusive jurisdiction to decide any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or the consequences of its nullity or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").
- 26.2** The Parties agree that the courts of England are the most appropriate and convenient courts to decide Disputes and accordingly no Party will argue to the contrary.

**26.3** Notwithstanding paragraph 26.1 above, the Administrative Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

**THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.**

**Schedule 1**

**Security Assets**

**Part A**

**Real Property**

Address	Title Interest	Title Number
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*None at the date of this Deed*

**Part B**

**Shares**

Issued by	Type and Denomination	Number
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*None at the date of this Deed*

**Part C**

**Accounts**

Account Bank	Account Number	Sort Code	Address of institution at which account is held
HSBC UK Bank	7987	76	Centenary Sq, Birmingham B1 1HQ, United Kingdom
HSBC UK Bank	5718	16	Centenary Sq, Birmingham B1 1HQ, United Kingdom
HSBC UK Bank	7681	76	Centenary Sq, Birmingham B1 1HQ, United Kingdom

[●]

**Part D**

**Relevant Contracts**

*None at the date of this Deed*

Schedule 2

Forms of Letter for Account Bank<sup>1</sup>

Part A

Notice to Account Bank

To: HSBC UK Bank plc

Centenary Sq, Birmingham B1 1HQ, United Kingdom

Copy: Keybank National Association (as Administrative Agent as defined below)

127 Public Square  
Cleveland, OH 44114-1226  
United States Of America

[\*] 2022

Dear HSBC,

Security Agreement dated [\*] between ONETRUST TECHNOLOGY LIMITED and Keybank National Association (the "Security Agreement") regarding, *inter alia*, HSBC bank accounts with account numbers [REDACTED] 7987, [REDACTED] 5718 and [REDACTED] 7681 (the "Accounts")

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of Keybank National Association (as trustee for the Secured Parties as referred to in the Security Agreement, the "Administrative Agent") all our rights in respect of the Accounts, and any amount standing to the credit of the Accounts.

We irrevocably instruct and authorise you to:

- (a) disclose to the Administrative Agent any information relating to any Account requested from you by the Administrative Agent;
- (b) comply with the terms of any written notice or instruction relating to any Account received by you from the Administrative Agent; and
- (c) upon written notice from the Administrative Agent that the security constituted by the Security Agreement has become enforceable, to hold all sums standing to the credit of any Account to the order of the Administrative Agent and/or pay or release any sum standing to the credit of any such Account in accordance with the written instructions of the Administrative Agent.

We are permitted to withdraw any amount from the Accounts for any purpose unless and until you receive a notice from the Administrative Agent to the contrary stating that we are no longer

permitted to withdraw any amount from the Accounts without its consent on account of the security constituted by the Security Agreement having become enforceable. If and from the date on which you receive any such notice, we will not be permitted to withdraw any amount from the Accounts without the prior written consent of the Administrative Agent.

We acknowledge that you may comply with the instructions in this letter without any further permission from us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Administrative Agent.

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Administrative Agent at 127 Public Square, Cleveland, OH 44114-1226, United States Of America with a copy to us.

Yours faithfully,

---

(Authorised Signatory)

ONETRUST TECHNOLOGY LIMITED



Part B

Acknowledgement of Account Bank

To: Keybank National Association  
  
127 Public Square, Cleveland  
OH 44114-1226  
United States Of America

Copy: ONETRUST TECHNOLOGY LIMITED  
  
82 St John Street  
London  
EC1M 4JN

[•] 2022

Dear Keybank National Association,

**Security Agreement dated [•] between ONETRUST TECHNOLOGY LIMITED and Keybank National Association (the "Security Agreement")**

We confirm receipt from ONETRUST TECHNOLOGY LIMITED (the "Chargor") of a notice dated [•] (the "Notice") of a charge upon the terms of the Security Agreement over all the rights of the Chargor to any amount standing to the credit of any of the Chargor's accounts with us (the "Accounts").

We confirm that we:

- (d) accept the instructions contained in the Notice and agree to comply with the Notice;
- (e) have not received notice of any prior security over, or the interest of any third party in, any Account; and
- (f) will comply with any notice we may receive from the Administrative Agent in respect of the Accounts.

The Accounts maintained with us are account numbers [REDACTED] 7987, [REDACTED] 5718 and [REDACTED] 7681.

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

Yours faithfully,

.....  
**(Authorised signatory)**

HSBC UK BANK PLC

Schedule 3

Forms of Letter for Insurers

Part A

Notice to Insurer

To: [Insurer]

Copy: Keybank National Association (as Administrative Agent as defined below)

127 Public Square  
Cleveland, OH 44114-1226  
United States Of America

[•] 2022

Dear [Insurer],

**Security Agreement dated [•] between ONETRUST TECHNOLOGY LIMITED and Keybank National Association (the "Security Agreement")**

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely, subject to a proviso for re-assignment on redemption, to Keybank National Association (as trustee for the Secured Parties as referred to in the Security Agreement, the "Administrative Agent") all our rights in respect of *[insert details of contract of insurance]* (the "Insurance").

We confirm that:

- (a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
- (b) none of the Administrative Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).

We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Administrative Agent in respect of the Insurance), unless and until you receive notice from the Administrative Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Administrative Agent or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Administrative Agent in respect of the Insurance).

We irrevocably instruct and authorise you to disclose to the Administrative Agent any information relating to the Insurance requested from you by the Administrative Agent.

The instructions in this letter may not be revoked or amended without the prior written consent of the Administrative Agent.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Administrative Agent at 127 Public Square, Cleveland, OH 44114-1226, United States Of America with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

ONETRUST TECHNOLOGY LIMITED

Part B

Acknowledgement of Insurer

To: Keybank National Association

127 Public Square  
Cleveland, OH 44114-1228  
United States Of America

Copy: ONETRUST TECHNOLOGY LIMITED

82 St John Street  
London  
EC1M 4JN

[•] 2022

Dear Keybank National Association;

**Security Agreement dated [•] between ONETRUST TECHNOLOGY LIMITED and Keybank National Association (the "Security Agreement")**

We confirm receipt from ONETRUST TECHNOLOGY LIMITED (the "**Chargor**") of a notice dated [•] (the "**Notice**") of an assignment on the terms of the Security Agreement of all the Chargor's rights in respect of *[insert details of the contract of insurance]* (the "**Insurance**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Insurance as directed in the Notice.

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

Yours faithfully,

.....

**(Authorised signatory)**

**[Insurer]**

Schedule 4

Forms of Letter for Other Contracts

Part A

Notice to Counterparty

To: [Contract Counterparty]

Copy: Keybank National Association (as Administrative Agent as defined below)

127 Public Square  
Cleveland, OH 44114-1226  
United States Of America

[•] 2022

Dear [Contract Counterparty],

**Security Agreement dated [•] between ONETRUST TECHNOLOGY LIMITED and Keybank National Association (the "Security Agreement")**

This letter constitutes notice to you that under the Security Agreement we have [assigned absolutely, subject to a proviso for re-assignment on redemption,]/[charged by way of a first fixed charge] to Keybank National Association (as trustee for the Secured Parties as referred to in the Security Agreement, the "Administrative Agent") all our rights in respect of [insert details of contract] (the "Contract").

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Administrative Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Administrative Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Administrative Agent or as it directs.

We irrevocably instruct and authorise you to disclose to the Administrative Agent any information relating to the Contract requested from you by the Administrative Agent.

The instructions in this letter may not be revoked or amended without the prior written consent of the Administrative Agent.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Administrative Agent at 127 Public Square, Cleveland, OH 44114-1226, United States Of America with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

ONETRUST TECHNOLOGY LIMITED

Part B

Acknowledgement of Counterparty

To: Keybank National Association

127 Public Square  
Cleveland, OH 44114-1226  
United States Of America

Copy: ONETRUST TECHNOLOGY LIMITED

82 St John Street  
London  
EC1M 4JN

[•] 2022

Dear Keybank National Association,

**Security Agreement dated [•] between ONETRUST TECHNOLOGY LIMITED and Keybank National Association (the "Security Agreement")**

We confirm receipt from ONETRUST TECHNOLOGY LIMITED (the "Chargor") of a notice dated [•] (the "Notice") of [an assignment]/[fixed charge] on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the contract] (the "Contract").

We confirm that we:

- (c) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (d) will give notices and make payments under the Contract as directed in the Notice.

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

Yours faithfully,

.....  
(Authorised signatory)

[Contract counterparty]

**CHARGOR**

**EXECUTED** as a **DEED** by )

**ONETRUST TECHNOLOGY LIMITED** )

acting by: )

Director )

Name of Director )

KABIR BARDAY

in the presence of a witness:

Name of witness:

Leigh Ann Williams

Address:

1200 Abernathy Rd.

Building 600

Atlanta, GA 30328



EXECUTION PAGE

**CHARGOR**

EXECUTED as a DEED by )

ONETRUST TECHNOLOGY LIMITED )

acting by: )

Director )

)

Name of Director )

)

in the presence of a witness:

Name of witness:

Address:

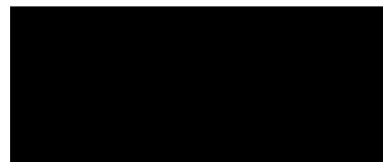
**ADMINISTRATIVE AGENT**

EXECUTED as a deed on behalf of )

KEYBANK NATIONAL ASSOCIATION by: )

ANTHONY PILUSO )

being a person who, in accordance with the  
laws of New York is acting under the  
authority of that company



Authorised signatory