



Registration of a Charge

Company name: **ONEWEB COMMUNICATIONS LIMITED**

Company number: **10110107**



X94396U2

Received for Electronic Filing: **30/04/2020**

Details of Charge

Date of creation: **29/04/2020**

Charge code: **1011 0107 0006**

Persons entitled: **GLAS TRUST CORPORATION LIMITED**

Brief description: **NONE**

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:

MORRISON & FOERSTER (UK) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10110107

Charge code: 1011 0107 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th April 2020 and created by ONEWEB COMMUNICATIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th April 2020 .

Given at Companies House, Cardiff on 1st May 2020

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



Companies House



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

DATED 29 April 2020

(1) **ONEWEB COMMUNICATIONS LIMITED**
(as Chargor)

(2) **GLAS TRUST CORPORATION LIMITED**
(as Security Agent)

DEBENTURE

MORRISON | FOERSTER

A LIMITED LIABILITY PARTNERSHIP

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THIS DEBENTURE (referred to herein as this Deed) is made and delivered as a deed on 29 April 2020.

BETWEEN:

- (1) **ONEWEB COMMUNICATIONS LIMITED**, a company incorporated under the laws of England and Wales with registered number 10110107 and having its registered office at West Works Building, 195 Wood Lane, London, England, W12 7FQ (the **Chargor**); and
- (2) **GLAS TRUST CORPORATION LIMITED**, a company incorporated under the laws of England and Wales as collateral agent and trustee for each of the Secured Parties on the terms and the conditions set out in the Credit Agreement (the **Security Agent**).

BACKGROUND:

- (A) On 27 March 2020, the Chargor and certain Affiliates of the Chargor (in such capacity, each a **Debtor** and collectively, the **Debtors**) filed voluntary petitions with the United States Bankruptcy Court for the Southern District of New York initiating their respective cases that are pending under title 11 of the United States Code, 11 U.S.C. §§ 101 – 1532 (the **Bankruptcy Code**) (collectively, the **Cases**) and the Debtors are continuing in the possession of their assets and the management of their businesses pursuant to section 1107 and 1108 of the Bankruptcy Code.
- (B) The Borrower (as defined below) has requested that the Lenders (as defined below) provide it with a senior secured debtor-in-possession credit facility (the **DIP Facility**), to be used by the Debtors during the Cases.
- (C) The Chargor (as Borrower), the Security Agent and the Lenders are therefore parties to a credit agreement (the **Credit Agreement**) dated on or about the date of this Deed pursuant to which the Lenders will provide the DIP Facility.
- (D) Pursuant to the terms of the Credit Agreement, all Obligations will be secured by valid and perfected Liens on all or substantially all of the assets of the Chargor. It is therefore a condition precedent to the utilisation of the DIP Facility that the Chargor enters into this Deed in favour of the Security Agent.
- (E) The Chargor, as Borrower, will derive substantial direct and indirect benefit from the utilisation of the DIP Facility pursuant to the Credit Agreement (which benefits are hereby acknowledged by the Chargor). Furthermore, the Security Agent will hold the benefit of the security constituted by this Deed on trust for the Secured Parties on the terms and conditions set out in the Credit Agreement.
- (F) The Chargor understands and acknowledges that it is to enter into this Deed and create the Security constituted by this Deed in favour of the Security Agent, which is intended to promote the success of the Chargor.
- (G) This Deed is intended to take effect as a deed notwithstanding that any Party may only execute this Deed under hand.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS & INTERPRETATION

- 1.1 Unless otherwise defined or the context otherwise requires, words or expressions defined in the Credit Agreement shall have the same meanings when used in this Deed.

1.2 In addition, in this Deed:

Account means each of the accounts opened or maintained from time to time by the Chargor with the Security Agent, any bank, building society, financial institution or other person including each account (if any) specified in Schedule 1 (*Accounts*) (including any renewal, redesignation, replacement, subdivision or subaccount of such accounts) and the debt or debts represented thereby.

Account Bank means any bank, building society, financial institution or other person with which an Account is maintained.

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

Borrower means the Chargor.

Charged Investments means all:

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

in each case, present and future, held directly or indirectly by (or to the order of or on behalf of) the Chargor from time to time but in each case excluding any such instruments or interests with respect to the Excluded Subsidiaries.

Credit Agreement has the meaning set out in the recitals to this Deed.

Debtor has the meaning given to it in Recital (A).

Debtor Relief Laws has the meaning given to it in the Credit Agreement.

Delegate means a delegate, sub-delegate, attorney or co-trustee appointed, directly or indirectly, pursuant to Clause 18.3.

DIP Order has the meaning given to it in the Credit Agreement.

Excluded Subsidiaries means:

- (a) OneWeb LLC, a legal entity organized and existing under the laws of the Russian Federation, registered with the Principal State Registration Number (OGRN) 1177746673169 with registered office at 129110, 39 Gilyarovskogo str., Moscow, Russian Federation; and

- (b) any other entity which the Chargor and the Security Agent agree in writing, from time to time, as being an Excluded Subsidiary.

Existing Debenture means:

- (a) the debenture dated 15 November 2018 between the Chargor and the Security Agent;
- (b) the debenture dated 5 February 2019 between the Chargor and the Security Agent; and
- (c) the supplemental debenture dated 18 March 2019 between the Chargor and the Security Agent.

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

Insurance Policies means all contracts of insurance, policies of insurance and cover notes of any kind taken out by or on behalf of the Chargor or (to the extent of its interest) in which it has an interest from time to time, including each contract or policy of insurance (if any) specified in Schedule 6 (*Insurance Policies*).

Intellectual Property means any patents, trademarks, service marks, designs, business and trade names, copyrights, database rights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and the benefit of all applications and rights to use such assets, in each case owned or held by the Chargor from time to time, including the intellectual property (if any) specified in Schedule 4 (*Intellectual Property*).

Intra-Group Debtor means each debtor in respect of Intra-Group Indebtedness from time to time.

Intra-Group Indebtedness means any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent, owing to the Chargor by any Obligor.

Jersey Credit Parties means:

- (a) WorldVu Satellites Limited, a company incorporated under the laws of Jersey with registered number 111929 and having its registered office at IFC 5, St Helier, Jersey JE1 1ST; and
- (b) OneWeb Limited, a company incorporated under the laws of Jersey with registered number 117563 and having its registered office at IFC 5, St Helier, Jersey JE1 1ST.

Jersey Security Agreement means the share and intercompany debt security agreement dated on or around the date of this Deed and made between the Chargor and the Security Agent.

JPM NY Account means the Account held by the Chargor with JP Morgan Chase Bank, New York branch with account number [REDACTED], swift code [REDACTED] and routing number [REDACTED]

Lenders has the meaning given to it in the Credit Agreement.

Monetary Claims means any book and other debts and monetary claims from time to time owing to the Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Charged Investment, the

proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor)

Obligations has the meaning given to it in the Credit Agreement.

Party means a party to this Deed.

Real Property means the land in which the Chargor has any rights from time to time including the property (if any) specified in Schedule 2 (*Real Property*) and any present or future freehold or leasehold or immovable property and any other interest in land or buildings and any fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such real or immovable property and any rights relating thereto in which the Chargor has an interest.

Receiver means a receiver or receiver and manager appointed under the terms of this Deed or under the powers conferred on the Security Agent by applicable law, and includes all delegates, attorneys or agents of such Receiver.

Related Rights means, in respect of any Secured Asset, all rights of the Chargor in and to:

- (a) the proceeds of sale or rental of any part of that Secured Asset;
- (b) all shares, investments or other assets derived from that Secured Asset;
- (c) all rights under any licence, agreement for sale or agreement for lease in respect of that Secured Asset;
- (d) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that Secured Asset;
- (e) all monies and proceeds paid or payable in respect of that Secured Asset (whether as income, capital or otherwise); and
- (f) all rights derived from or incidental to that Secured Asset.

Relevant Contract means each of:

- (a) any agreement or arrangement (whether written, verbal or otherwise) creating Intra-Group Indebtedness;
- (b) the documents (if any) described in Schedule 3 (*Relevant Contracts*); and
- (c) any document rights which are from time to time assigned under this Deed and designated as a Relevant Contract by the Chargor and the Security Agent in writing.

Secured Assets means all of the assets the subject of the Security created by or under this Deed in favour of the Security Agent.

Secured Liabilities means the Obligations, including all present and future obligations and liabilities at any time due, owing or incurred by: (i) the Borrower under or pursuant to the terms of the Credit Agreement; and (ii) the Obligors (including the Chargor) under or pursuant to the terms of the Loan Documents, in each case to the Administrative Agent, the Collateral Agent and/or the Lenders, whether actual or contingent, whether originally incurred by the Obligors or by any other person and whether incurred solely or jointly, as principal or surety or in any other capacity, including interest and fees that accrue after the commencement by or against

any Obligor or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

Security means any mortgage, charge, pledge, lien, assignment 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 beginning on the date of this Deed and ending on the date on which the Security created by or under this Deed is released pursuant to Clause 26 (*Release*).

Shares means all shares in the capital of any Subsidiary of the Chargor (other than the Excluded Subsidiaries), present and future, held directly or indirectly by (or to the order of or on behalf of) the Chargor from time to time including any shares and investments (if any) specified in Schedule 5 (*Shares and Charged Investments*).

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

USD means the lawful currency of the United States of America.

1.3 Interpretation

In this Deed:

- (a) The term '**dispose**' includes any sale, lease, licence, transfer or loan.
- (b) A reference to a provision of law is a reference to a provision of any treaty, legislation, regulation, decree, order or by-law and any secondary legislation enacted under power given by that provision, as amended, applied or re-enacted or replaced (whether with or without modification) whether before or after the date of this Deed.
- (c) Unless a contrary indication appears, a reference to:
 - (i) the Chargor, the Security Agent, any Lender, the Borrower, any Obligor, any Party or any other person shall be construed so as to include its successors in title, permitted assigns and/or permitted transferees;
 - (ii) assets includes present and future properties, revenues and rights of every description (including any right to receive such revenues); and
 - (iii) this Deed, the Credit Agreement or any other agreement or instrument is a reference to this Deed or that other agreement or instrument as amended, novated, supplemented or restated from time to time (however fundamentally).
- (d) A person includes any individual person, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or any other entity or body of any description.
- (e) A regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation.

- (f) A time of day is a reference to London time.
- (g) Clause and Schedule headings are for ease of reference only.
- (h) Any word importing the singular shall include the plural and vice versa.
- (i) An Event of Default is “continuing” if it has not been waived or remedied.
- (j) A reference to a Clause or Schedule is a reference to a clause or schedule to this Deed.
- (k) 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.

1.4 Third party rights

Unless expressly provided to the contrary in the Credit Agreement or in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other document issued or entered into under or in connection with it but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

1.5 Present and future assets

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

1.6 Real Property

A reference in this Deed to a mortgage, assignment or charge of any freehold, leasehold or commonhold property includes all buildings, plant, machinery, fixtures and fittings from time to time on or forming part of that property and all Related Rights.

1.7 Disposition of land

The terms of the Credit Agreement and any related documents under which any Secured Liabilities arise are incorporated into this Deed to the extent necessary for any purported disposition of the Real Property contained in this Deed to be valid in accordance with section 2(1) Law of Property (Miscellaneous Provisions) Act 1989.

1.8 Separate Security

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

1.9 Consent for Fixed Security

To the extent that any right, title or interest or benefit in or in respect of, any asset described in Clause 4 (*Fixed Charge*) cannot be, or is not effectively, secured pursuant to that Clause, in each case, for whatever reason, the Chargor shall, upon becoming aware of the same:

- (a) promptly notify the Security Agent of the same and the reasons thereof;
- (b) hold the benefit of the same on trust for the Security Agent as security for the payment and discharge of the Secured Liabilities; and
- (c) use its reasonable endeavours to remove any impediment to an assignment, a mortgage or a charge (as the case may be),

provided that sub clauses (a) and (c) above shall not apply to any Shares or Charged Investments in companies incorporated outside England and Wales or Real Property located outside England and Wales where the reason that such asset is not effectively secured pursuant to Clause 4 (*Fixed Charge*) is that the requirements of the jurisdiction in which such company is incorporated or in which the Real Property is located (as applicable) for the creation and/or perfection of such security have not been complied with.

1.10 DIP Order

- (a) Notwithstanding anything herein to the contrary:
 - (i) the Security created in favour of the Security Agent pursuant to this Deed; and
 - (ii) the exercise of any right or remedy by the Security Agent hereunder or the application of proceeds of any Security,are subject to the provisions of the DIP Order.
- (b) In the event of any conflict between the terms of the DIP Order and the terms of this Deed, the terms of the DIP Order shall prevail.

2. COVENANT TO PAY

- (a) The Chargor covenants with the Security Agent and each Secured Party to pay and discharge the Secured Liabilities when they become due for payment and discharge in accordance with the terms of the Loan Documents pursuant to which such Secured Liabilities arise.
- (b) The covenants contained in this Clause 2 and the Security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or Security to be unlawful or prohibited by any applicable law.

3. CHARGING PROVISIONS

3.1 Charging Provisions

All Security created by the Chargor under Clause 4 (*Fixed Charge*) and Clause 5 (*Floating Charge*) is:

- (a) created with full title guarantee;

- (b) created in favour of the Security Agent and the Security Agent shall hold the benefit of this Deed and the Security created by or pursuant to it on trust for the Secured Parties;
- (c) continuing Security for the payment and discharge of the Secured Liabilities;
- (d) granted in respect of all the rights, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset; and
- (e) created as first ranking Security subject only to any Permitted Liens.

3.2 Jersey Security

- (a) The Parties acknowledge that, on or around the date of this Deed, the Chargor has granted Security in favour of the Security Agent over all of its shares in WorldVu Satellites Limited (the **WorldVu Shares**) and any Intra-Group Indebtedness owing to the Chargor by any Jersey Credit Party (the **Intercompany Debt**) pursuant to the terms of the Jersey Security Agreement.
- (b) The Security Agent agrees:
 - (i) that the WorldVu Shares and the Intercompany Debt do not constitute Secured Assets for the purposes of this Deed;
 - (ii) the provisions of this Deed do not apply to the WorldVu Shares or the Intercompany Debt; and
 - (iii) to the extent that any representation under Clause 11 (*Representations*) is incorrect or misleading or any undertaking under Clause 16 (*Undertakings*) is breached solely by virtue of the Security granted over the WorldVu Shares and the Intercompany Debt pursuant to the terms of the Jersey Security Agreement, such misrepresentation or breach (as applicable) shall be deemed not to have occurred.

4. FIXED CHARGE

4.1 Mortgage of Real Property

The Chargor charges, by way of first legal mortgage, its Real Property.

4.2 Fixed charge over Real Property

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

4.3 Fixed charge over Tangible Moveable Property

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

4.4 Fixed charge over Accounts

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

4.5 Fixed charge over contracts

The Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any contract or agreement to which the Chargor is a party (except for the Relevant Contracts) (including each of its interest or currency rate swap, cap, floor, collar or option transactions) and all Related Rights.

4.6 Fixed charge over Monetary Claims

The Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Monetary Claims and all Related Rights (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Deed) and all Related Rights.

4.7 Fixed charge over Charged Investments

The Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Charged Investments and all dividends, interest and other monies payable in respect of those Charged Investments and all Related Rights.

4.8 Fixed charge over Shares

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

4.9 Fixed charge over Intellectual Property

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

4.10 Assignment of Relevant Contracts

The Chargor assigns and agrees to assign as security all of its rights, claims, title and interest (whether legal or beneficial) from time to time in and to each Relevant Contract and any other agreement to which it is party (together with all Related Rights) to the extent that it is not subject to a fixed charge under Clause 4.5 (*Fixed charge over contracts*).

4.11 Miscellaneous

The Chargor charges by way of first fixed charge, in each case to the extent not otherwise validly and effectively charged or assigned in Clause 4.1 (Mortgage of Real Property) to Clause 4.10 (Assignment of Relevant Contracts) all its present and future rights, title and interest in:

- (a) all of its rights in any plant, machinery, vehicles, equipment and other chattels (but excluding its stock-in-trade or work-in-progress);
- (b) its goodwill;
- (c) any beneficial interest, claim or entitlement it has in any pension fund (to the extent permitted by law);
- (d) its uncalled capital;

- (e) the benefit of any Authorisations held in connection with its business or the use of any Secured Assets and all of its rights in connection with them in each case, together with any right to recover or receive any compensation which may be payable to it in connection with the same; and
- (f) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (e) above.

5. FLOATING CHARGE

5.1 Floating charge

- (a) The Chargor charges by way of first floating charge in favour of the Security Agent all present and future assets and undertaking of the Chargor.
- (b) At any time when the Security created by or under this Deed is enforceable or if otherwise requested by the Chargor, the Security Agent may appoint one or more persons to be an administrator of the Chargor pursuant to paragraph 14 of Schedule B1 to the Insolvency Act 1986 or paragraph 12 of Schedule B1 to the Insolvency Act 1986.
- (c) The floating charge created pursuant to paragraph (a) of Clause 5.1 above shall be deferred in point of priority to all Fixed Security validly and effectively created by the Chargor under the Loan Documents in favour of the Security Agent as security for the payment and discharge of the Secured Liabilities.
- (d) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or pursuant to this Deed (and each such floating charge is a **qualifying floating charge** for the purposes of the Insolvency Act 1986).

5.2 Conversion by notice

The Security Agent may at any time, by written notice to the Chargor, convert the floating charge created pursuant to this Deed with immediate effect into a fixed charge as regards all or any of the assets of the Chargor specified in the notice if:

- (a) an Event of Default has occurred and is continuing;
- (b) the Security Agent considers that any Secured Assets to be in danger or in jeopardy of being seized or sold under any form of legal process;
- (c) the Security Agent considers that it is desirable to protect the priority of the Security; or
- (d) the Chargor requests the Security Agent to exercise any of its powers under this Deed.

5.3 Automatic conversion

Notwithstanding Clause 5.2 (*Conversion by notice*) and without prejudice to any law which may have a similar effect, the floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert (without notice) with immediate effect into a fixed charge as regards all assets subject to it if:

- (a) except as otherwise permitted by the Loan Documents, the Chargor creates or attempts to create any Security over any of the Secured Assets or attempts to sell, lease, transfer or otherwise dispose of any Secured Assets;

- (b) any person levies or attempts to levy any distress, execution or other process against any of the Secured Assets;
- (c) any person entitled to appoint an administrator in respect of the Chargor presents an application to the court for the making of an administration order in relation to the Chargor or gives notice of its intention to appoint an administrator of the Chargor or the filing of such notice with the court;
- (d) a Receiver is appointed over all or any of the Secured Assets;
- (e) a meeting is convened to consider the passing of a resolution for the voluntary winding-up of the Chargor;
- (f) a petition is presented for the compulsory winding-up of the Chargor;
- (g) a provisional liquidator is appointed to the Chargor; or
- (h) a resolution is passed or an order is made for the dissolution or reorganisation of the Chargor,

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

6. GENERAL SECURITY PROVISIONS

6.1 Continuing security

The Security constituted by this Deed shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by any person of the whole or any part of the Secured Liabilities.

6.2 Additional security

The Security created, or purported to be created, by this Deed is in addition to and is not in any way prejudiced by any other guarantee or Security now or subsequently held by the Security Agent whether in relation to the Secured Liabilities or otherwise.

6.3 First ranking security

The Chargor shall not be deemed to be in breach of any provision of any Loan Document solely on account of it purporting to grant first ranking security under this Deed, as a consequence of any Permitted Liens.

6.4 Settlements conditional

- (a) If the Security Agent believes that any amount paid by any person (including, for the avoidance of doubt, the Chargor) in respect of the Secured Liabilities is capable of being avoided or set aside for any reason, then for the purposes of this Deed, such amount shall not be considered to have been paid.
- (b) Any settlement, discharge or release between the Chargor and the Security Agent shall be conditional upon no Security or payment to or for the Security Agent by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency, liquidation or otherwise.

6.5 Waiver of defences

The liability of the Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this Clause 6.5, would reduce, release or prejudice any of its liability under this Deed (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Obligor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person;
- (e) any amendment (however fundamental) or replacement of any Loan Document, any other document or any Security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or the Security; or
- (g) any insolvency or similar proceedings.

6.6 Immediate recourse

The Chargor waives any right it may have of first requiring any Secured Parties (or any trustee, Receiver, Delegate or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before enforcing any of its rights under and in accordance with Clause 18 (*Enforcement of Security*) of this Deed. This waiver applies irrespective of any law or any provision of any Loan Document or any other document to the contrary.

6.7 Deferral of rights

Until the end of the Security Period and unless the Security Agent otherwise directs in writing, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising, under this Deed:

- (a) to be indemnified by any Obligor;
- (b) to claim any contribution from any guarantor of any Obligor's obligations under any other Loan Document;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right 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;

- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Obligor has given a guarantee, undertaking or indemnity under any Loan Document;
- (e) to exercise any right of set-off against any Obligor; and/or
- (f) to claim or prove as a creditor of any Obligor or any other person in competition with any Secured Party.

If the Chargor receives any benefit, payment or distribution in relation to any such right it shall hold that benefit, payment or distribution (or so much of it as may be necessary to enable all amounts which may be or become payable to any Secured Party by the Obligors under or in connection with the Loan Documents to be paid in full) on trust for the Security Agent, and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 23 (*Application of Proceeds*).

7. PERFECTION OF SECURITY

7.1 Real Property - Deposit of title deeds

Save to the extent already held by the Security Agent pursuant to the Existing Debentures, the Chargor shall:

- (a) as soon as reasonably practicable after the date of this Deed (and promptly upon the acquisition by it of any interest in any Real Property at any time) deposit with the Security Agent (or procure the deposit of) all deeds, certificates and other documents constituting or evidencing title to such Real Property; and
- (b) at any time thereafter deposit with the Security Agent (or procure the deposit of) any further such deeds, certificates and other documents constituting or evidencing title to such Real Property, promptly upon coming into possession of any of those items.

7.2 Real Property - Application to the Land Registry

In respect of any Real Property of the Chargor that is situated in England and Wales and charged by way of legal mortgage pursuant to Clause 4.1 (*Mortgage of Real Property*) or subject to the fixed charge pursuant to Clause 4.2 (*Fixed charge over Real Property*) the Chargor consents to an application being made to the Land Registry to enter the following restriction on the Register of Title relating to such Real Property registered at H.M. 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 security agreement dated [] in favour of [] referred to in the charges register or their conveyancer. (Standard Form P)”

7.3 Real Property - Acquisitions of Real Property

- (a) The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in paragraph (b)(ii) of this Clause 7.3.
- (b) If the Chargor acquires any Real Property after the date of this Deed, it shall, as soon as reasonably practicable:
 - (i) notify the Security Agent of the acquisition of such Real Property;

- (ii) upon request by the Security Agent and at the cost of the Chargor, enter into, execute and deliver a mortgage over such Real Property not already the subject of a registrable legal charge;
- (iii) deposit with the Security Agent (or procure the deposit of) all deeds, certifications and other documents constituting or evidencing title to such Real Property; and
- (iv) if the Real Property is situated in England and Wales, apply to (or consent to an application being made to) the Land Registry to enter the restriction set out in Clause 7.2 (*Real Property - Application to the Land Registry*) on the Register of Title relating to such Real Property registered at H.M. Land Registry.

7.4 Real Property - Notices

The Chargor must, within fourteen (14) days after the receipt by the Chargor of any material application, requirement, order or notice served or given by any public or local or other authority with respect to the Real Property (or any part of it):

- (a) deliver a copy to the Security Agent; and
- (b) inform the Security Agent of the steps taken or proposed to be taken to comply with the relevant requirement.

7.5 Accounts – Notice of Security

- (a) The Chargor must:
 - (i) on the date of this Deed (or, if later, immediately upon the opening of an Account after the date of this Deed), serve a notice in relation to the Accounts substantially in the form set out in Part 1 of Schedule 7 (*Form of Notice of Security to Account Bank*);
 - (ii) for each Account open as at the date of this Deed, ensure that each Account Bank acknowledges the notices, substantially in the form set out in Part 2 of Schedule 7 (*Form of Notice of Security to Account Bank*) within 30 days of the Closing Date;
 - (iii) if any Account is opened after the date of this Deed, use reasonable endeavours to ensure that the relevant Account Bank acknowledges the notice, substantially in the form set out in Part 2 of Schedule 7 (*Form of Notice of Security to Account Bank*) within 20 Business Days of service of such notice; and
 - (iv) if any Account Bank delivers to the Chargor a signed acknowledgement pursuant to paragraphs (ii) or (iii) above and requests that the Chargor countersigns such acknowledgement, duly execute and return to the relevant Account Bank any such acknowledgement,

provided that the requirements in this Clause 7.5(a) shall not apply to the JPM NY Account.

- (b) The execution of this Deed by the Chargor and the Security Agent shall constitute notice to the Security Agent of the charge created over any Account opened or maintained with the Security Agent.

7.6 Relevant Contracts – Notice of Assignment

- (a) The Chargor shall, on the date of this Deed (or, if later, the date of entry into a Relevant Contract), serve a notice of assignment on each counterparty to each Relevant Contract in substantially the form set out in Part 1 of Schedule 8 (*Form of Notice of Assignment of Relevant Contract/Intra-Group Indebtedness*).
- (b) The Chargor shall use reasonable endeavours to procure that each recipient of a notice of assignment served pursuant to paragraph (a) above duly executes and returns to the Security Agent an acknowledgement of such notice of assignment in substantially the form set out in Part 2 of Schedule 8 (*Form of Notice of Assignment of Relevant Contract/Intra-Group Indebtedness*) within:
 - (i) in relation to Intra-Group Indebtedness, 5 Business Days of receipt; and
 - (ii) in relation to any other Relevant Contract, within 20 Business Days of service of such notice, provided that the Chargor's obligation under this paragraph (ii) shall cease upon the expiration of such period.
- (c) Immediately following:
 - (i) any establishment of Intra-Group Indebtedness after the date of this Deed in respect of an Intra-Group Debtor that has not been served a notice of assignment pursuant to paragraph (a) above; or
 - (ii) the entry into any written agreement by the Chargor documenting the terms of any Intra-Group Indebtedness (whether or not such Intra-Group Indebtedness is existing at the date of this Deed),

the Chargor shall serve a notice of assignment on each relevant Intra-Group Debtor in substantially the form set out in Part I of Schedule 8 (*Form of Notice of Assignment of Relevant Contract/Intra-Group Indebtedness*).
- (d) The Chargor shall procure that each recipient of a notice of assignment served pursuant to paragraph (c) above duly executes and returns to the Security Agent an acknowledgement of such notice of assignment in substantially the form set out in Part II of Schedule 8 (*Form of Notice of Assignment of Relevant Contract/Intra-Group Indebtedness*) within 5 Business Days of receipt.

7.7 Shares – Deposit of documents

- (a) Save to the extent already held by the Security Agent pursuant to the Existing Debentures, the Chargor shall, promptly following execution of this Deed (and upon its coming into possession thereof at any time) deposit with the Security Agent (or procure the deposit of) all certificates and other documents of title to the Shares, and stock transfer forms (executed in blank by or on behalf of the Chargor) in respect of the Shares.
- (b) The Chargor shall, promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares and all Related Rights (or upon acquiring any interest therein) notify the Security Agent of that occurrence and deposit with the Security Agent (or procure the deposit of): (i) all certificates and other documents of title representing such assets and (ii) such stock transfer forms or other instruments of transfer (executed in blank by or on behalf of the Chargor) in respect thereof as the Security Agent may require.

7.8 Charged Investments – Deposit of documents

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

7.9 Deposit of documents and notices

The Chargor shall promptly on request by the Security Agent, deposit all deeds and documents of title relating to the Secured Assets with the Security Agent.

7.10 Intellectual Property - Registration

The Chargor shall, if requested by the Security Agent, execute all such documents and do all such acts as the Security Agent may reasonably require to record the interest of the Security Agent in any registers relating to any registered Intellectual Property.

8. NEGATIVE PLEDGE

The Chargor shall not create nor permit to subsist any Security over any of the Secured Assets, other than: (a) the Security arising under this Deed and (b) the Permitted Liens.

9. RESTRICTIONS ON DISPOSALS

Except as otherwise permitted under the Loan Documents, the Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Secured Assets except for sales of inventory in the ordinary course of business licenses or sublicenses of rights in Intellectual Property on a non-exclusive or other limited basis in the ordinary course of business and sales of obsolete equipment.

10. FURTHER ASSURANCE

- (a) The Chargor shall, at its own expense, promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions and making all filings and registrations) as the Security Agent may reasonably require (and in such form as the Security Agent may reasonably require) in favour of the Security Agent or its nominee(s):
 - (i) to create, register, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to this Deed or by law; and/or
 - (ii) to, when and for so long as the Security constituted by this Deed is enforceable in accordance with Clause 18 (*Enforcement of Security*), facilitate the exercise of any right, power or discretion in relation to the assets which are, or are intended to be, the subject of the Security created by or under this Deed and/or

the realisation of the assets which are, or are intended to be, the subject of the Security created by or under this Deed.

- (b) The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary or desirable under English law for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent by or pursuant to this Deed.
- (c) Any document required to be executed by the Chargor under this Clause 10 will be prepared at the cost of the Chargor.

11. REPRESENTATIONS

11.1 General

The Chargor makes the representations and warranties set out in this Clause 11 to the Security Agent and each of the Secured Parties on: (i) the date of this Deed and (ii) on the date of each Borrowing.

11.2 Status

It is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.

11.3 Binding obligations and security

- (a) The obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations under English law subject to: (i) applicable bankruptcy, insolvency, reorganisation, moratorium or other laws of general application affecting enforcement of creditors' rights generally; (ii) general principles of equity; and (iii) any restrictions arising on account of its status as a Debtor and entry of the DIP Order.
- (b) Subject to the provisions of the DIP Order, this Deed creates the Security which it purports to create and the Security is valid and effective under English law provided that this representation and warranty shall be deemed not to have been breached where any such breach arises as a result of any Permitted Liens or would otherwise arise out of any Security over any Shares or any Charged Investments in companies incorporated outside England and Wales or Real Property located outside England and Wales being or becoming invalid or ineffective as a result of the requirements of the jurisdiction in which such company is incorporated or in which such Real Property is located (as applicable) for the creation and/or perfection of such security not having been complied with.

11.4 Non-conflict with other obligations

Subject to any restrictions arising on account of its status as a Debtor and entry of the DIP Order, the entry into and performance by it of, and the transactions contemplated by, this Deed do not and could not reasonably be expected to result in a conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or

- (c) any agreement or other document binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or other document.

11.5 Power and authority

Subject to any restrictions arising on account of its status as a Debtor and entry of the DIP Order, it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by it.

11.6 Validity and admissibility in evidence

Subject to any restrictions arising on account of its status as a Debtor and entry of the DIP Order, all Authorisations required to enable it lawfully to execute, deliver and perform its obligations this Deed have been obtained or effected and are in full force and effect.

11.7 No filing or stamp taxes

No stamp registration duty or similar tax or charge is payable under the laws of its jurisdiction of incorporation in respect of this Deed.

11.8 Good title to assets

It has a good, valid and marketable title to the Secured Assets save for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize the properties for their intended purposes.

11.9 Legal and beneficial ownership

- (a) It is the sole legal and beneficial owner of the Secured Assets.
- (b) The Secured Assets are owned by it free from any Security, save for the Security granted by this Deed and any Permitted Liens.

11.10 Shares

Any shares forming part of the Secured Assets are:

- (a) fully paid;
- (b) not subject to any option to purchase or similar rights; and
- (c) subject to any Permitted Liens, freely transferable with no consents being required to the transfer or its registration.

11.11 Ranking

Subject to Clause 5.1(b), the provisions of the Credit Agreement and the DIP Order, the Security created by this Deed has or will have first ranking priority and it is not subject to any prior ranking or *pari passu* Security (in each case subject to any Permitted Liens).

12. SHARES AND CHARGED INVESTMENTS

12.1 Voting rights and dividends prior to an Event of Default

- (a) The Chargor shall, except when the Security constituted hereby is enforceable, be entitled to:
 - (i) receive all dividends, interest and other monies or distributions of an income nature arising from the Shares, to the extent consistent with and permitted by the Loan Documents; and
 - (ii) exercise all voting rights in relation to the Shares as it sees fit provided that it does so:
 - (A) for a purpose not inconsistent with or in breach of the terms of any Loan Document; and
 - (B) in a manner which would not: (i) have a material adverse effect on the value of the Security granted in favour of the Security Agent pursuant to the terms of this Deed; (ii) have the effect of impairing the position or interest of the Security Agent under the terms of this Deed; or (iii) vary the rights attaching to or conferred by all or any part of the Shares.
- (b) The Chargor shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of the Shares and the Security Agent shall not be required to perform or fulfil any obligation of the Chargor in respect of the Secured Assets.
- (c) The Chargor shall not (except to the extent permitted by any Loan Document) take or allow the taking of any action on its behalf which may result in any rights attaching to any of the Secured Assets being altered or further Shares being issued.

12.2 Voting rights and dividends after an Event of Default

When and for so long as the Security constituted hereby is enforceable, the Security Agent may, at its discretion, in the name of the Chargor otherwise and without any further consent or authority from the Chargor:

- (a) exercise (or refrain from exercising) any voting rights in respect of the Shares;
- (b) apply (or refrain from applying) all dividends, interest and other monies arising from the Shares and Related Rights as though they were the proceeds of sale in accordance with Clause 23 (*Application of Proceeds*);
- (c) transfer (or refrain from transferring) the Shares and Related Rights into the name of the Security Agent or such nominee(s) of the Security Agent as it shall require; and
- (d) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares and Related Rights as if it were the sole beneficial owner of the Shares and Related Rights (including all powers given to trustees under Part II of the Trustee Act 2000) including the right, in relation to any company whose shares or other securities are included in the Shares, to concur or participate in:

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

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

The Chargor shall comply, or procure the compliance, with any directions of the Security Agent or any Receiver or Delegate in respect of the exercise of any rights and powers exercisable in relation to the Shares or Related Rights and shall promptly execute and/or deliver to the Security Agent, any Receiver or Delegate such forms of proxy as it or he requires with a view to enabling such person as it or he selects to exercise those rights.

12.3 Charged Investments and Shares: Payment Calls

The Chargor shall pay when due all calls or other payments which may be or become due in respect of any of the Charged Investments and Shares, and in any case of default by it in such payment, the Security Agent may, if it thinks fit, make such payment on its behalf in which case any sums paid by the Security Agent shall be reimbursed by the Chargor to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed in accordance with this Clause 12.3.

12.4 Charged Investments: Exercise of rights

The Chargor shall not exercise any of its rights and powers in relation to any of the Charged Investments in any manner which would prejudice the value of, or the ability of the Security Agent to realise, the Security created pursuant to this Deed.

13. ACCOUNTS

13.1 Accounts: Notification and variation

The Chargor shall promptly notify the Security Agent on the date of this Deed (and, if any change occurs thereafter, on the date of such change), details of each Account opened or maintained by it with any bank, building society, financial institution or other person.

13.2 Accounts: Operation before Event of Default

The Chargor shall, except when the Security constituted hereby is enforceable, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account subject to the terms of the Loan Document.

13.3 Accounts: Operation after Event of Default

When and for so long as the Security constituted hereby is enforceable, the Chargor shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Security Agent.

13.4 Accounts: Application of monies

The Security Agent shall, when and for so long as the Security constituted hereby is enforceable, be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Liabilities in accordance with Clause 23 (*Application of Proceeds*).

14. MONETARY CLAIMS

14.1 Release of Monetary Claims: Before Event of Default

When the Security constituted hereby is not enforceable, the proceeds of the realisation of the Monetary Claims shall be credited to an Account and (subject to any restriction on the application of such proceeds contained in this Deed or in the Loan Documents) upon such proceeds being credited to an Account, be released from the fixed charge created pursuant to Clause 4 (*Fixed Charge*) and the Chargor shall be entitled to withdraw such proceeds from such Account **provided that** such proceeds shall continue to be subject to the floating charge created pursuant to Clause 5 (*Floating Charge*) and the terms of this Deed.

14.2 Release of Monetary Claims: After Event of Default

When and for so long as the Security constituted hereby is enforceable, the Chargor shall not, except with the prior written consent of the Security Agent, be entitled to withdraw or otherwise transfer the proceeds of the realisation of any Monetary Claims standing to the credit of any Account.

14.3 Recovery of Debts

The Security Agent and any manager or officer of the Security Agent or of any branch is hereby irrevocably empowered on or after the date the Security is first enforced to receive all Monetary Claims and on payment to give an effectual discharge therefor and on non-payment to take (if the Security Agent in its sole discretion so decides) all steps and proceedings either in the name of the Chargor or in the name of the Security Agent for the recovery thereof and also to agree accounts and to make allowances and to give time to any surety. Neither the Security Agent nor any Receiver shall be obliged to make any enquiry as to the sufficiency of any sums received in respect of any Monetary Claims or to make any claims or take any other action to collect or enforce the same.

15. VOTING RIGHTS AND DIVIDENDS

15.1 Secured Assets

- (a) Prior to an Event of Default which is continuing, the Chargor shall be entitled to receive all interest and other monies or distributions of an income nature arising from the Secured Assets to the extent consistent with and permitted by the Loan Documents.
- (b) The Chargor shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of the Secured Assets and the Security Agent shall not be required to perform or fulfil any obligation of the Chargor in respect of the Secured Assets.
- (c) The Chargor shall not (except to the extent permitted by any Loan Document) take or allow the taking of any action on its behalf which may result in any rights attaching to any of the Secured Assets being altered.

15.2 Following an Event of Default

If an Event of Default has occurred and is continuing, the Chargor shall immediately following request by the Security Agent, do all acts and deliver to the Security Agent such transfer documents as the Security Agent may require to enable the Security Agent or its nominee or nominees to be registered as the owner of, and to obtain legal and beneficial title to, the Secured Assets referred to in such request.

16. UNDERTAKINGS

16.1 Preservation of Secured Assets

Except as otherwise permitted under the Loan Documents, the Chargor shall do and perform all reasonable acts that may be necessary and appropriate to maintain, preserve and protect the Secured Assets.

16.2 Compliance with laws

The Chargor shall comply in all material respects with all bye-laws and other laws and regulations, codes, ordinances and statutes applicable to it, the Secured Assets or the conduct of any of its business or properties.

16.3 Insurance

The Chargor shall promptly obtain and maintain in full force at all times, with financially sound and reputable insurance companies, insurance covering its material assets and properties, in such amounts and against such risks and with such deductibles as an enterprise conducting a similar business and owning similar properties under similar conditions as such Chargor would customarily maintain.

16.4 Leased Premises

At the Security Agent's reasonable request, the Chargor will use commercially reasonable efforts to obtain from each Person from whom the Chargor leases any premises, and from each other Person at whose premises all or any portion of the Secured Assets held by the Chargor is at any time present an agreement or consent to access to such premises in form and substance reasonably satisfactory to the Security Agent.

16.5 Intellectual Property

The Chargor shall:

- (a) not allow or suffer any Intellectual Property to become abandoned, nor any registration thereof to be terminated, forfeited, expired or dedicated to the public, except as shall be reasonable and appropriate in accordance with prudent business practice;
- (b) promptly give the Security Agent notice of any rights that the Chargor may obtain to any new patentable inventions, copyrightable works or other new Intellectual Property, prior to the filing of any application for registration thereof;
- (c) diligently prosecute all applications for patents, copyrights and trademarks, and file and prosecute any and all continuations, continuations-in-part, applications for reissue, applications for certificate of correction and like matters as shall be reasonable and

appropriate in accordance with prudent business practice, and promptly and timely pay any and all maintenance, license, registration and other fees, taxes and expenses incurred in connection with any Intellectual Property.

17. SECURITY POWER OF ATTORNEY

17.1 Appointment and powers

The Chargor, by way of security for the performance of its obligations under this Deed, irrevocably appoints the Security Agent, any Delegate and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed, when and for so long as the Security constituted by this Deed is enforceable in accordance with Clause 18 (*Enforcement of Security*), to execute, deliver and perfect all documents and do all things which the attorney may (acting in its sole discretion) consider to be required or desirable for:

- (a) carrying out any obligation imposed on the Chargor by this Deed, including, without limitation, the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Secured Assets (including filling in the name of the transferee and the date and otherwise completing any instrument of transfer in respect of any Charged Investments which has been executed in blank by the Chargor) and, in the case of registered Charged Investments, to procure the registration of the transferee as the holder of the relevant Charged Investments in circumstances in which the Charged Investments are to be transferred under the terms of this Deed); or
- (b) transferring any interest in any Secured Assets in the circumstances in which such transfer may be required under this Deed, including on an enforcement of the Security over such Secured Assets;
- (c) enabling the Security Agent, any Delegate and any Receiver to exercise, or delegate the exercise of, all or any of the rights, powers and remedies of the Security Agent provided by this Deed or any other Loan Document or by law after such right has become exercisable; or
- (d) registering or renewing registration of the existence of the Security or the restrictions on dealing with the Secured Assets in any register in which the Chargor is obliged (but has failed) to effect or maintain registration under the terms of this Deed.

17.2 Ratification

The Chargor ratifies and confirms, and agrees to ratify and confirm, whatever any attorney does or purports to do in the exercise or purported exercise of the powers of attorney granted by this Clause 17.

18. ENFORCEMENT OF SECURITY

18.1 When security is enforceable

Upon the occurrence of any Event of Default and for so long as such Event of Default is continuing, the Security created by and under this Deed shall be immediately enforceable without prior notice.

18.2 Effect of a moratorium

The Security Agent shall not be entitled to exercise its rights under this Clause 18 or Clause 5.2 (*Conversion by notice*) where the right arises as a result of the occurrence of an Event of Default

which is continuing solely due to any person obtaining, or taking steps to obtain, a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

18.3 Rights and Powers of the Security Agent

- (a) The Security Agent may in its absolute discretion at any time when the Security hereby constituted is enforceable:
 - (i) secure and perfect its title to the Secured Assets (including transferring the same into the name of the Security Agent or its nominee(s));
 - (ii) enforce all or any part of the Security created by this Deed (upon such terms and generally in such manner as the Security Agent thinks fit) and take possession and hold or dispose of all or any part of the Secured Assets;
 - (iii) without notice to the Chargor appropriate with immediate effect any of the Secured Assets and apply them (or any proceeds generated by them) in or towards the discharge of the Secured Liabilities in such manner as the Security Agent may think fit in its absolute discretion, whether such Secured Assets are held by the Security Agent or otherwise; and
 - (iv) whether or not it has appointed a Receiver, exercise all or any of the powers, authorisations and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Deed) on chargees and by this Deed on any Receiver or otherwise conferred by law on chargees or Receivers.
- (b) The enforcement powers of the Security Agent under this Deed (either expressly or impliedly) shall be construed in the widest possible sense and all Parties intend that the Security Agent shall have as wide and flexible a range of enforcement powers (irrespective of whether the Security Agent shall have taken possession or appointed a Receiver of the Secured Assets) as may be conferred (or, if not expressly conferred, as is not restricted) by any applicable law.
- (c) The Security Agent or any Receiver may delegate in any manner to any person it may think fit any right, power or discretion exercisable by it under this Deed. Any such delegation may be made upon such terms, consistent with the terms of the Loan Documents (including power to sub-delegate), as the Security Agent or any Receiver may think fit. The Security Agent shall not be in any way liable to the Chargor or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any Delegate.
- (d) The Security Agent shall be entitled to continue to retain any document delivered to it under this Deed relating to a Secured Asset until the Security over such Secured Asset is released in accordance with this Deed. If, for any reason, it ceases to hold any such document before such time, it may by notice to the Chargor require that the relevant document be redelivered to it and the Chargor shall promptly comply with that requirement or procure that it is complied with.
- (e) The Security Agent shall be entitled to keep all certificates and documents of title relating to the Secured Assets in safe custody at any of its branches or otherwise provide for their safe custody by third parties and shall not be responsible for any loss or damage occurring to or in respect thereof unless such loss or damage shall be caused by its own gross negligence or wilful misconduct.

18.4 Appointment of Receiver

- (a) At any time when the Security created by or under this Deed is enforceable or if otherwise requested by the Chargor, the Security Agent may in writing appoint any person or persons to be a Receiver in respect of the Secured Assets or any part thereof and may (subject to any requirement for a court order under the Insolvency Act 1986 or any other applicable insolvency law) remove any Receiver so appointed and, at its option, appoint another person(s) to be an additional or replacement Receiver.
- (b) Section 109(1) of the LPA does not apply to this Deed. The power of appointment of a Receiver expressly provided under this Deed shall be in addition to all statutory and other powers of appointment of the Security Agent under the Law of Property Act 1925 (as extended by this Deed) and such powers shall remain exercisable from time to time by the Security Agent in respect of all or any part of the Secured Assets.
- (c) Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between the Receiver and the Security Agent.
- (d) None of the Security Agent, the Receiver, its delegates nor the Delegates shall be obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion under this Deed if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

18.5 Rights and Powers of Receiver

At any time when the Security created by or under this Deed is enforceable, any Receiver appointed pursuant to Clause 18.4 shall have the following rights and powers in relation to the Secured Assets in respect of which it is appointed:

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) to secure and perfect its title to the Secured Assets (including transferring the same into the name of the Security Agent or its nominee(s));
- (d) to take possession of and hold or sell, realise, transfer or otherwise dispose of the Secured Assets (or any of them), at any time and in any way it deems expedient, free from any restrictions and claims. The consideration for any such transaction may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and may be payable or delivered, immediately or deferred, in one amount or by instalments over such period of time as the Security Agent or Receiver may think fit. Neither the Security Agent nor any Receiver shall be liable for any loss arising out of such sale, realisation or disposal;
- (e) without prejudice to any other provision of this Deed, to collect, recover or compromise and give a good discharge for any dividends, interests or other moneys accruing or payable on the Secured Assets (or any of them);
- (f) without prejudice to any other provision of this Deed, to exercise all voting and other rights attached to the Shares and Related Rights (or any of them) for any purpose,

whether for the winding-up of the affairs of any Subsidiary of the Chargor (excluding any Excluded Subsidiaries) or the realisation of all or any part of the assets of any Subsidiary of the Chargor (excluding any Excluded Subsidiaries) or otherwise;

- (g) to remove the directors of any Subsidiary of the Chargor (excluding any Excluded Subsidiaries) and appoint such other persons as directors as the Receiver may decide;
- (h) to manage and preserve the Secured Assets (or any of them) and to do (or permit the Chargor or any of its nominees to do) all such things as the Security Agent or such Receiver would be capable of doing if it was the absolute beneficial owner of the relevant Secured Assets;
- (i) to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating to the Secured Assets (or any of them);
- (j) to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Chargor or the Secured Assets (or any of them);
- (k) to redeem any Security (whether or not having priority to the Security created under this Deed) over the Shares and Related Rights (or any of them), to procure the transfer of that Security to itself and/or to settle the accounts of any person with an interest in the Chargor or the Secured Assets (or any of them);
- (l) to appoint and discharge managers, officers, agents, accountants, and others for the purposes of this Deed upon such terms as to remuneration or otherwise as such Receiver sees fit;
- (m) to exercise all the rights which may be exercisable by the registered holder or bearer of the Secured Assets (or any of them) and all other rights conferred on receivers and/or mortgagees by statute or common law;
- (n) to do anything else such Receiver may think fit for the realisation and enforcement of the rights under this Deed or which may be incidental to the exercise of any of the rights conferred on the Security Agent or such Receiver under or by virtue of any Loan Document to which the Chargor is a party, and other applicable statutory provisions and applicable laws; and
- (o) to spend such reasonable sums as is necessary in order to exercise any of the above rights and the Chargor shall pay to the Receiver all sums so spent.

18.6 General

- (a) For the purposes of determining whether any statutory power has arisen or become exercisable, the Secured Liabilities shall be deemed to have become due and payable on the date of this Deed.
- (b) The power of sale or other disposal conferred on the Security Agent and on the Receiver by 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.
- (c) 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 Security 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.

18.7 Contingencies

If the Security Agent enforces the Security constituted by or under this Deed at a time when no Secured Liabilities are due to it but at a time when amounts may or will become so due, the Security Agent may pay the proceeds of any recoveries received by it into an interest bearing suspense account.

18.8 No obligation to remain in possession

If the Security Agent, any Receiver or any Delegate shall take possession of the Secured Assets, it may from time to time in its absolute discretion relinquish such possession.

18.9 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver or Delegate shall be liable, including by reason of entering upon or into possession of a Secured Asset (or viewing or repairing any Secured Assets or otherwise), to account as a mortgagee or a mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee or mortgagee in possession might otherwise be liable.

18.10 Redemption of prior mortgages

If at any time when the Security created by or under this Deed is enforceable and any action, proceeding or step is being or has been taken to exercise any powers or remedies conferred by any prior form of Security over any Secured Asset or upon the exercise of any power of sale under this Deed by the Security Agent or any Receiver, the Security Agent may, at the sole cost of the Chargor (payable to the Security Agent on written demand):

- (a) redeem any prior form of Security over any Secured Asset (except for any Permitted Liens);
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of any prior mortgagee, the Security Agent or encumbrancer which, once so settled and passed, shall be conclusive and binding on the Chargor.

The Chargor shall, on demand of the Security Agent, pay to the Security Agent all the costs and expenses incurred by it in connection with any such redemption or transfer. All the rights conferred by a prior charge upon the chargee or any receiver thereunder shall be exercisable by the Security Agent or a Receiver in like manner as if the same were expressly included herein and the Security Agent shall be entitled to exercise all the rights of a receiver appointed thereunder.

18.11 Right of appropriation

- (a) To the extent that the Security created by this Deed constitutes a “*security financial collateral arrangement*” and the Secured Assets constitute “*financial collateral*” for the purpose of the Financial Collateral Arrangements (No. 2) Regulations 2003 (the Regulations), the Security Agent shall have the right on giving prior notice to the Chargor, at any time when the Security is enforceable, to appropriate all or any part of those Secured Assets in or towards discharge of the Secured Liabilities.

- (b) The Parties agree that the value of the appropriated Secured Assets shall be determined by the Security Agent by reference to any publicly available market price or, in the absence of which, by such other means as the Security Agent (acting reasonably) may select including, without limitation, an independent valuation. For the purpose of Regulation 18(1) of the Regulations, the Chargor agrees that any such determination by the Security Agent will constitute a valuation in a “*commercially reasonable manner*”.

18.12 Security Agent’s Obligation to Account

Neither the Security Agent nor any Receiver or Delegate shall (either by reason of taking possession of the Secured Assets or for any other reason):

- (a) be liable to account to the Chargor or any other person for anything except the Security Agent's own actual receipts which have not been distributed or paid to the Chargor or the persons entitled (or at the time of payment believed by the Security Agent to be entitled) thereto; or
- (b) be liable to the Chargor or any other person for any costs, losses, liabilities or expenses related to any realisation of any Secured Assets or from any act, default, omission or misconduct of the Security Agent, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Secured Assets or in connection with any Loan Document unless caused by its own gross negligence or wilful misconduct.

18.13 Waiver of Defences

As between the Chargor and the Secured Parties but without affecting the obligations of any Borrower (as defined in the Credit Agreement), the Chargor shall be liable under Clause 2 as if it were the principal debtor and not merely a surety. Neither the Security nor the obligations of the Chargor under this Deed shall be discharged or affected by (and the Chargor hereby irrevocably waives any defences it may now or hereafter acquire in any way relating to) any act, omission, matter or thing which, but for this Clause 18, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to the Chargor or any Secured Party).

19. PROTECTION OF THIRD PARTIES

- 19.1 A certificate of an officer or agent of the Security Agent to the effect that its power of sale has arisen and is exercisable shall be conclusive evidence of that fact in favour of a purchaser of all or any part of the Secured Property. Upon receipt of such a certificate, no person (including a purchaser) dealing with the Security Agent or its agents has an obligation to enquire of the Security Agent or others:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power purported to be exercised pursuant to the terms of this Deed or otherwise has become exercisable;
- (c) whether any Secured Liabilities or other monies remain outstanding;
- (d) how any monies paid to the Security Agent shall be applied; or
- (e) the status, propriety or validity of the acts of the Security Agent.

19.2 The receipt by the Security Agent shall be an absolute and conclusive discharge to a purchaser and shall relieve such purchaser of any obligation to see to the application of any monies paid to or by the direction of the Security Agent.

19.3 In Clauses 19.1 and 19.2, 'purchaser' includes any person acquiring for money or money's worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Secured Assets or any of them.

20. SUBSEQUENT SECURITY

If the Security Agent receives notice of any subsequent Security or other interest affecting all or any of the Secured Assets it may open a new account or accounts for the Chargor in its books. If it does not do so then, unless it gives express written notice to the contrary to the Chargor, as from the time of receipt of such notice by the Security Agent, all payments made by the Chargor to the Security Agent (whether in its capacity as trustee or otherwise) or any of the Secured Parties shall not be treated as having been applied in reduction of the Secured Liabilities.

21. PAYMENTS

21.1 Currency of account

USD is the currency of account and payment for any sum due from the Chargor under this Deed.

21.2 No set-off by the Chargor

All payments to be made by the Chargor under this Deed shall be calculated and shall be made without (and free and clear of) any deduction, set-off or counterclaim.

22. AMENDMENTS AND WAIVERS

Any provision of this Deed may be amended only if the Security Agent and the Chargor so agree in writing.

23. APPLICATION OF PROCEEDS

All moneys received or recovered by the Security Agent or any Receiver pursuant to this Deed shall (subject to the claims of any person having prior rights thereto) be applied first in the payment of the costs, charges and expenses incurred in accordance with Clause 24.2 (*Costs and expenses; indemnity*) and payments made by the Receiver or the Security Agent in accordance with this Deed, the payment of the Receiver's remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers in accordance with this Deed, and thereafter shall be applied by the Security Agent (notwithstanding any purported appropriation by the Chargor) in accordance with the terms of the Loan Documents.

24. MISCELLANEOUS

24.1 Certificates and determinations

Any certification or determination by the Security Agent of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

24.2 Costs and expenses; indemnity

The provisions of clause 10.03 (*Expenses; Indemnity; Damage Waiver*) of the Credit Agreement shall apply as if set out herein in full, *mutatis mutandis*.

24.3 Partial invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

24.4 Remedies and waivers

- (a) No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any Receiver or any Delegate, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy.
- (b) The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other Security, guarantees or rights of set-off or combination thereof.
- (c) A waiver given or consent granted by the Security Agent under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

24.5 No liability

None of the Security Agent, its nominee(s) nor any Receiver appointed pursuant to this Deed shall be liable by reason of:

- (a) taking any action permitted by this Deed; or
- (b) any neglect or default in connection with the Secured Assets; or
- (c) taking possession or realisation of all or any part of the Secured Assets,
except in the case of gross negligence or wilful default upon its part.

24.6 Set-off

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

24.7 Assignment and Transfer

The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Deed. The Security Agent may assign or otherwise transfer all or any of its rights and/or obligations under this Deed to any person in accordance with the terms of the Credit Agreement.

24.8 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Deed by the Security Agent or any Receiver may, subject to the terms and conditions of

the Credit Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

24.9 Implied Covenants for Title

- (a) 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 (*Charging Provisions*).
- (b) It shall be implied in respect of Clause 3 (*Charging Provisions*) that the Chargor is charging the Secured Assets free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

25. NOTICES

25.1 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, by letter or by electronic mail.

25.2 Addresses

The address, fax number and e-mail 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:

Address: West Works Building,
195 Wood Lane,
London, England, W12 7FQ

Email generalcounsel@oneweb.net

With a copy to:

Attention: Kathleen Guerere, General Counsel
Email: kathleen@oneweb.net

- (b) in the case of the Security Agent:

Address: 45 Ludgate Hill
London
EC4M 7JU
England

Fax: +44(0) 203 070 0113

E-mail: tmg@glas.agency

Attention: Transaction Management Group/OneWeb

or any substitute address, fax number or department or officer as that Party may notify to the other by not less than seven (7) days' notice.

25.3 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:
 - (i) if by way of fax, when received in legible form; or
 - (ii) if by way of letter, when it has been left at the relevant address or five (5) 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 provided under Clause 25.2 if addressed to that department or officer.
- (b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the person identified in Clause (b) above (or any substitute department or officer as the Security Agent shall specify for this purpose).

25.4 English language

Any notice or document provided or given under or in connection with this Deed must be in English.

26. RELEASE

Upon the indefeasible payment and performance in full of all of the Secured Liabilities, the termination of the Commitments and the termination of all obligations owing to the Security Agent and the Lenders under the Loan Documents, the Security created under this Deed shall terminate and the Security Agent shall promptly execute and deliver to the Chargor (in such form as the Security Agent shall reasonably require) such documents and instruments reasonably requested by the Chargor as shall be necessary to evidence termination of all Security given by the Chargor to the Security Agent hereunder subject to Clause 6.4 (*Settlements conditional*) and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees.

27. 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.

28. GOVERNING LAW

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

29. JURISDICTION

29.1 Jurisdiction of the English courts

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

- (c) Notwithstanding paragraph (a) above, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts having jurisdiction. To the extent allowed by applicable law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

IN WITNESS WHEREOF this Deed has been executed and delivered as a deed on the date given at the beginning of this Deed.

**SCHEDULE 1
ACCOUNTS**

<u>Bank Name and Address</u>	<u>Account Number</u>	<u>Swift Code</u>	<u>Routing Number (US only) Sort Code</u>	<u>IBAN</u>	<u>Description of Account</u>	<u>Currency</u>
JP Morgan Chase Bank; New York, NY 10004					Checking	USD
JP Morgan Chase Bank NA London; 25 Bank St. Canary Wharf; London E14 5JP					Checking	USD
JP Morgan Chase Bank NA London; 25 Bank St. Canary Wharf; London E14 5JP					Checking	USD
JP Morgan Chase Bank NA London; 25 Bank St. Canary Wharf; London E14 5JP					Checking	EUR

SCHEDULE 2
REAL PROPERTY

None.

SCHEDULE 3
RELEVANT CONTRACTS

None.

SCHEDULE 4
INTELLECTUAL PROPERTY

None.

SCHEDULE 5
SHARES AND CHARGED INVESTMENTS

SHARES

<u>Name of Company</u>		<u>Issued Capital Share</u>	<u>Description and Number of Shares Held</u>	<u>Share Certificate Number(s)</u>
WorldVu Limited	Satellites	6,480,734	Ordinary Shares	56
WorldVu Limited	Satellites	606,061	Preferred Shares	57

CHARGED INVESTMENTS

None.

SCHEDULE 6
INSURANCE POLICIES

None.

SCHEDULE 7

FORM OF NOTICE OF SECURITY TO ACCOUNT BANK

PART 1 – Notice to Account Bank

To: [Account Bank/other financial institution]

Date: []

Dear Sirs,

We refer to (a) a debenture dated [] 2020 (the **Deed**) between us as Chargor and GLAS Trust Corporation Limited as trustee for each of the Lenders (the **Security Agent**) and (b) an order of the Bankruptcy Court authorizing among other things, the Borrowings, the Roll-Up Facility and the transactions contemplated by the Credit Agreement, with only such modifications as are reasonably satisfactory to the Lead Lender and otherwise consistent with the Loan Documents (the **DIP Order**).

We also refer to the debenture originally dated 15 November 2018, as supplemented by debentures dated 5 February 2019 and 18 March 2019 (the **Existing Debenture**) between us as Chargor and GLAS Trust Corporation Limited as trustee for the Purchasers (as defined therein).

We give you notice that, pursuant to the Deed, we have granted security in favour of the Security Agent all of our right, title and interest in and to the account[s] listed below (the **Accounts**) maintained with you (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby:

Account Name[s]: []

Sort Code[s]: []

Account No[s]: []

[repeat list as necessary]

Capitalised terms used but not otherwise defined in this notice shall have the meaning given to them in the Deed.

We further notify you that, pursuant to the terms of the DIP Order, the security created by the Deed now has priority over the security over the Accounts created by the Existing Debenture.

Please note that until further notice is provided to you by us or the Security Agent in writing stating that an Event of Default has occurred and is continuing (an **Enforcement Notice**):

- (a) all payments should continue to be made to us;
- (b) we are authorised by the Security Agent to receive, withdraw or otherwise transfer any credit balance from time to time on the Account[s].

After your receipt of an Enforcement Notice, we irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to the Account[s] requested by the Security Agent without any further authority or justification from us;

- (b) comply with the terms of any written notice or instruction relating to the Account received by you from the Security Agent;
- (c) hold all sums standing to the credit of the Account[s] to the order of the Security Agent; and
- (d) pay or release any sum standing to the credit of the Account[s] in accordance with the written instructions of the Security Agent.

After your receipt of an Enforcement notice, we are no longer permitted to withdraw any amount from the Account[s] without the prior written consent of the Security Agent.

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

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

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

Yours faithfully,

.....
for and on behalf of
OneWeb Communications Limited

PART 2 – Form of Acknowledgement of Notice of Security by Account Bank

To: **GLAS Trust Corporation Limited** as trustee for each of the Lenders (the **Security Agent**)

Date:

Dear Sirs,

We confirm receipt from OneWeb Communications Limited (the **Chargor**) of a notice dated [] relating to a debenture between the Chargor and the Security Agent dated [] 2020 (the **Deed**) whereby the Chargor charges in favour of the Security Agent its right, title and interest in and to, and all monies (including interest) from time to time standing to the credit of the following account[s] which [is/are] maintained with us and the debt or debts represented thereby:

[List relevant accounts here]

(the **Account[s]**).

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of the interest of any third party in the Account[s] save for a notice given in relation to the *[insert details of relevant existing security agreement]*; and
- (c) following the receipt of a notice from you that the Deed has become enforceable, we will not permit any amount to be withdrawn from the Account[s] without your prior written consent.

Capitalised terms used but not otherwise defined in this letter shall have the meaning given to them in the Deed.

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

Yours faithfully,

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

cc. OneWeb Communications Limited

SCHEDULE 8
FORM OF NOTICE OF ASSIGNMENT OF RELEVANT CONTRACT/INTRA-GROUP
INDEBTEDNESS

PART 1 – Notice of Assignment to Counterparty

To: [Insert name of party to Relevant Contract]

Date: []

Dear Sirs,

[We refer to (a) a debenture dated [•] 2020 (the **Deed**) between us as Chargor and GLAS Trust Corporation Limited as trustee for each of the Lenders (the **Security Agent**) and (b) an order of the Bankruptcy Court authorizing among other things, the Borrowings, the Roll-Up Facility and the transactions contemplated by the Credit Agreement, with only such modifications as are reasonably satisfactory to the Lead Lender and otherwise consistent with the Loan Documents (the **DIP Order**).

We also refer to the debenture originally dated 15 November 2018, as supplemented by debentures dated 5 February 2019 and 18 March 2019 (the **Existing Debenture**) between us as Chargor and GLAS Trust Corporation Limited as trustee for the Purchasers (as defined therein).]¹

We hereby give you notice that pursuant to [a debenture dated [•] 2020 (the **Deed**) between us as Chargor and GLAS Trust Corporation Limited as trustee for each of the Lenders (the **Security Agent**)]² we have, inter alia, assigned to the Security Agent any and all of our present and future, actual, conditional or contingent rights, titles, interests and benefits (the **Assigned Claims**) in respect of [insert details of Relevant Contract] / [insert details of Intra-Group Indebtedness] (the **Relevant Contract**).

[We further notify you that, pursuant to the DIP Order, the security created by the Deed now has priority over the security over the Relevant Contract created by the Existing Debenture.]³

Capitalised terms used but not otherwise defined in this notice shall have the meaning given to them in the Deed.

Please note that until further notice is provided to you by us or the Security Agent in writing stating that an Event of Default has occurred and is continuing (an **Enforcement Notice**), all payments should continue to be made to us.

After your receipt of an Enforcement Notice:

- (a) all payments in respect of the Assigned Claims shall be made to the Security Agent or to the order of the Security Agent;
- (b) all remedies in respect of the Assigned Claims whether available by contract, at law or in equity are exercisable by the Security Agent;
- (c) all rights to compel performance of the Assigned Claims are exercisable by the Security Agent; and

¹ Include if there is existing security over the Relevant Contract pursuant to the Existing Debenture.

² Amend depending on whether there is existing security under the Existing Debenture.

³ Include if there is existing security over the Relevant Contract pursuant to the Existing Debenture.

- (d) all rights, interests and benefits whatsoever accruing to or for the benefit of the Chargor arising from or in connection with the Assigned Claims belong to the Security Agent.

These instructions may not be revoked, nor may the terms of the Relevant Contract be amended, varied, waived or terminated without the prior written consent of the Security Agent.

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

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

Yours faithfully,

.....
for and on behalf of
OneWeb Communications Limited

We confirm our agreement to the terms of this notice and instruct you, with effect from the date of your receipt of this notice, that:

- (a) the payments shall be made to OneWeb Communications Limited; and
- (b) all remedies provided for in the Relevant Contract (or otherwise available) [*and all rights to compel performance of the Relevant Contract*]/[*in respect of the payments*] shall be exercisable by OneWeb Communications Limited,

in each case until you receive written notification from us to the contrary.

.....
For and on behalf of
GLAS Trust Corporation Limited

**PART 2 – Form of Acknowledgement of Assignment of Relevant
Contract/Intra-Group Indebtedness**

To: GLAS Trust Corporation Limited as trustee for each of the Lenders (the Security Agent)

Date:

Dear Sirs,

We refer to the Chargor's notice (the Notice) (a copy of which is attached) dated [●] 2020 in which we were notified of the Deed pursuant to which the Chargor assigned to you any and all of the Chargor's present and future, actual, conditional or contingent rights and claims against us in respect of any obligation (whether incurred as principal or surety) for the payment or repayment of money owed by us to the Chargor (the Assigned Claims).

We hereby confirm receipt of the Notice, acknowledge the terms of the Notice, agree to the assignment of the Assigned Claims and confirm that we have not received notice of any previous arrangements or changes in respect of any of the Assigned Claims or any rights pertaining thereto save for a notice given in relation to the [*insert details of relevant existing security agreement*].

Capitalised terms used but not otherwise defined in this letter shall have the meaning given to them in the Deed.

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

Yours faithfully,

.....
for and on behalf of

[*Insert party to Relevant Contract/Intra-Group Indebtedness*]

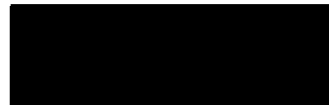
cc. OneWeb Communications Limited

EXECUTION PAGE TO THE DEBENTURE

THE CHARGOR

Executed as a Deed, and delivered when dated by
ONEWEB COMMUNICATIONS LIMITED acting
by: Kathleen Guerere

)
)
)



Director

Signature of witness:



Name: Suzy Iseid

Address:



Occupation: Paralegal

THE SECURITY AGENT

**Executed
by
GLAS TRUST CORPORATION LIMITED**

)
) 

Authorised Signatory

Juliette Challenger

[Signature page to the OneWeb Communications Limited Debenture]