

3 March 2022

THE CHARGORS LISTED IN SCHEDULE 1
(as Chargors)

and

**HSBC CORPORATE TRUSTEE COMPANY (UK)
LIMITED**
(as Interim Security Agent)

DEBENTURE

LATHAM & WATKINS

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THIS DEBENTURE is made by way of deed on 3 March 2022

BY:

- (1) **THE COMPANIES** listed in Schedule 1 (*The Chargors*) (each an “**Initial Chargor**” and together, the “**Initial Chargors**”); and
- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as security trustee for itself and the other Secured Parties (the “**Interim Security Agent**”).

RECITALS:

It is intended by the parties to this Debenture that this document will take effect as a deed despite the fact that a party may only execute this Debenture under hand.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture:

“**Account**” means any accounts opened or maintained by a Chargor in England and Wales, the balance of which equals or exceeds GBP 1,000,000 (or its equivalent in any other currency) with the Interim Security Agent, any bank, building society, financial institution or other person (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby, including but not limited to the accounts set out in Schedule 3 (*Bank Accounts*) of this Debenture.

“**Account Notice**” means a notice substantially in the form set out in Schedule 4 (*Form of Account Notice*) and or in such other form as may be agreed by the Interim Security Agent and the Parent.

“**Bidco**” means Triley Bidco Limited (a company incorporated in England and Wales with registered number 13753642).

“**Charged Assets**” means all of the assets and undertakings of the Chargors which from time to time are the subject of any Security created or expressed to be created by the Chargors in favour of the Interim Security Agent by or pursuant to this Debenture and any Security Accession Deed.

“**Chargor**” means each of the Initial Chargors and each member of the Group which grants security over its assets in favour of the Interim Security Agent by executing a Security Accession Deed.

“**Collateral Rights**” means all rights, powers and remedies of the Interim Security Agent provided by or pursuant to this Debenture or by law.

“**Company**” means Triley Midco 2 Limited (a company incorporated in England and Wales with registered number 13940971).

“**Declared Default**” means the giving of an Acceleration Notice pursuant to the terms of, and as defined in, the Interim Facilities Agreement.

“**Event of Default**” means a Major Event of Default as defined in the Interim Facilities Agreement.

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

“Intercompany Receivables” means any and all present and future material structural intercompany receivables held by a Chargor (including any such material structural intercompany receivable owed by (a) the Company or any other member of the Group to the Parent; (b) Bidco, the Target or any other member of the Group to the Company; or (c) the Target or any other member of the Group to Bidco) other than receivables that are made as part of the Group’s cash pooling system.

“Interim Facilities Agreement” means the interim facilities agreement dated 8 December 2021 and made between, among others, the Parent, Bidco and the Interim Security Agent, as amended, restated and/or supplemented from time to time, including by the accession and amendment letter dated on or about the date of this Debenture.

“Investments” means any:

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

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

“Notice of Assignment” means a notice substantially the form set out in Schedule 5 (*Form of Notice of Assignment*) or in such other form as may be agreed by the Interim Security Agent and the Parent.

“Parent” means Triley Midco Limited (a company incorporated in England and Wales with registered number 13753390).

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

“Related Rights” means, in relation to any asset:

- (a) the proceeds of sale or rental of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;

- (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

“Secured Obligations” means all present and future money, obligations or liabilities due, owing or incurred to any Secured Party by each Chargor under any Interim Document (as defined in the Interim Facilities Agreement) whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and all losses incurred by any Secured Party in connection therewith except for any money, obligation or liability which, if it were so included, would cause the infringement of section 678 of the Companies Act 2006.

“Secured Parties” means the Interim Finance Parties (as defined in the Interim Facilities Agreement).

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

“Security Accession Deed” means a deed executed by a member of the Group substantially in the form set out in Schedule 6 (*Form of Security Accession Deed*), with those amendments which the Interim Security Agent may approve or reasonably require.

“Security Period” means the period beginning on the date of this Debenture and ending on the Final Repayment Date (as defined in the Interim Facilities Agreement).

“Shares” means all of the Chargors’ present and future shares in the capital of any Obligors and, on and from the Initial Closing Date, the Target, incorporated in England and Wales from time to time held by, to the order, or on behalf, of the Chargor, including but not limited to the shares specified in Schedule 2 (*Shares and Investments*).

1.2 Terms defined in other Interim Documents

- (a) Unless defined in this Debenture, or the context otherwise requires, a term defined in the Interim Documents (including the Interim Facilities Agreement) has the same meaning in this Debenture, or any notice given under or in connection with this Debenture. If there is a conflict or inconsistency between this Debenture and the Interim Facilities Agreement (to the extent permitted by law) the provisions of the Interim Facilities Agreement shall take priority to the extent of such conflict over the provisions of this Debenture (and, if requested to do so by (and at the cost of) the Company, the Interim Security Agent will enter into such amendments, waivers or consents as are necessary to remove such conflict).
- (b) Notwithstanding anything to the contrary in this Debenture, the terms of this Debenture shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Interim Facilities Agreement and the Interim Security Agent shall promptly upon prior written request from the applicable Chargor enter into such documentation and/or take such other action as is required by the Chargor (acting reasonably) in order to facilitate any such transaction, matter or other step, including by way of executing any document, provided that any costs and expenses incurred by the Interim Security Agent entering into such documentation and/or taking such other action at the request of such Chargor pursuant to this paragraph (b) shall be for the account of such Chargor, in accordance with the costs and expenses provisions set out in the Interim Facilities Agreement.

1.3 Construction

In this Debenture:

- (a) the rules of interpretation contained in paragraph 2 of Schedule 1 (*Other References*) of the Interim Facilities Agreement) shall apply to the construction of this Debenture, or in any notice given under or in connection with this Debenture.
- (b) any reference to the “Interim Security Agent”, the “Secured Parties” or the “Chargor” shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective interests and, in the case of the Interim Security Agent, any person for the time being appointed as Interim Security Agent in accordance with the Interim Documents;
- (c) references in this Debenture to any Clause or Schedule, shall be to a clause or schedule contained in this Debenture.

1.4 Incorporation of provisions from Interim Facilities Agreement

Clause 28.6 (*Third Party Rights*) of the Interim Facilities Agreement is deemed to form part of this Debenture as if expressly incorporated into it and as if all references in those clauses to the Interim Facilities Agreement were references to this Debenture.

1.5 Present and future assets

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

1.6 Separate Security

Clauses 4.1 (*Fixed Charge over Accounts*) to 4.4 (*Fixed Charge over Intercompany Receivables*) shall be construed as creating a separate and distinct fixed charge or assignment over each relevant asset within any particular class of assets defined in this Debenture and the failure to create an effective fixed charge or assignment (whether arising out of this Debenture or any act or omission by any party) over any one asset shall not affect the nature or validity of the charge or assignment imposed on any other asset whether within that same class of assets or not.

1.7 Crystallisation of Floating Charge

- (a) Subject to paragraph (b) below, notwithstanding any other provision of this Debenture or any Security Accession Deed, the obtaining of a moratorium under section 1A of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this Debenture or any Security Accession Deed to crystallise

or causing restrictions which would not otherwise apply to be imposed on the disposal of property by any Chargor or a ground for the appointment of a Receiver.

- (b) Paragraph (a) above does not apply to any floating charges referred to in sub-section (4) of section A52 of Part A1 of the Insolvency Act 1986.

1.8 Interim Security Agent assumes no obligation

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

2. COVENANT TO PAY

2.1 Covenant to pay

- (a) Each Chargor as primary obligor covenants with the Interim Security Agent (for the benefit of itself and the other Secured Parties) that it shall, on demand of the Interim Security Agent pay, discharge and satisfy the Secured Obligations in accordance with their respective terms.
- (b) Notwithstanding any other provision of this Debenture or any other Interim Document, the recourse of the Secured Parties to the Parent under this Debenture shall at all times be limited to Parent's Charged Assets and to the proceeds of sale or other realisation thereof and, subject to the foregoing, the Secured Parties shall not have recourse to the Parent generally or to any other assets of Parent.

3. COMMON PROVISIONS

3.1 Common provisions as to all Security

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

- (a) created with full title guarantee;
- (b) created in favour of the Interim Security Agent as security trustee for the Secured Parties and the Interim Security Agent shall hold the benefit of this Debenture and the Security created by or pursuant to it on trust for the Secured Parties; and
- (c) continuing security for the payment and discharge of all the Secured Obligations.

3.2 Consent for Fixed Security

Each Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party.

4. FIXED SECURITY

4.1 Fixed charge over Accounts

Subject to Clause 7 (*Excluded Property*), each Chargor (other than the Parent) 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.

4.2 Fixed charge over Investments

Subject to Clause 7 (*Excluded Property*), each Chargor (other than the Parent) charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

4.3 Fixed charge over Shares

Subject to Clause 7 (*Excluded Property*), each 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).

4.4 Fixed charge over Intercompany Receivables

Subject to Clause 7 (*Excluded Property*), each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Intercompany Receivables (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture) and all Related Rights.

5. FLOATING CHARGE

5.1 Floating charge

- (a) Subject to Clause 7 (*Excluded Property*), each Chargor (other than the Parent) charges by way of first floating charge in favour of the Interim Security Agent all present and future assets and undertakings of the relevant Chargor.
- (b) The floating charge created pursuant to paragraph (a) of this Clause 5.1 shall be deferred in point of priority to all Fixed Security validly and effectively created by the relevant Chargor under this Debenture in favour of the Interim Security Agent as security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) of this Clause 5.1.

5.2 Crystallisation: by notice

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

- (a) a Declared Default has occurred and is continuing;
- (b) the Interim Security Agent acting reasonably considers that any of the Charged Assets may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- (c) a Chargor requests the Interim Security Agent to exercise any of its powers under this Debenture.

5.3 **Crystallisation: automatic**

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

- (a) the relevant Chargor creates or attempts to create any Security (other than any creation of Security not expressly prohibited under the terms of the Interim Documents), over any of the Charged Assets;
- (b) any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets in circumstances which constitute a Declared Default; or
- (c) an order is made for the winding-up, administration, dissolution or reorganisation of the relevant Chargor or an administrator is appointed to the relevant Chargor,

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

6. **ASSIGNMENT**

Subject to Clause 7 (*Excluded Property*), as further continuing security for the payment of the Secured Obligations, each Chargor assigns absolutely with full title guarantee to the Interim Security Agent all its rights, title and interest, both present and future, from time to time in the Intercompany Receivables subject in each case to reassignment by the Interim Security Agent to the relevant Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.

7. **EXCLUDED PROPERTY**

7.1 Unless otherwise expressly agreed in writing between a Chargor and the Interim Security Agent after the date on which such Chargor becomes a party to this Debenture, there shall be excluded from the Charged Assets created by Clauses 4 (*Fixed Security*), (other than in relation to the Company and Bidco) 5.1 (*Floating charge*) and 6 (*Assignment*) and from the operation of any further assurance provisions contained in the Interim Documents:

- (a)
 - (i) any asset or undertaking which the Chargor is at any time prohibited (whether conditionally or unconditionally) from creating Security on or over by reason of any contract, licence, lease, instrument or other arrangement with a third party (including any asset or undertaking which the Chargor is precluded from creating Security on or over without the prior consent of a third party), in each case to the extent of that prohibition and for so long as such prohibition is in existence or until consent has been received from the third party;
 - (ii) any asset or undertaking which, if subject to any such Security or the operation of any further assurance provisions contained in the Interim Documents, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of any member of the Group in respect of that asset or undertaking or require any member of the Group to take any action materially adverse to the interests of the Group or any member thereof, in each case to the extent of that right and for so long as such right is in existence or until a waiver of the relevant term has been received from the third party; and

- (iii) any asset or undertaking subject to security in favour of a third party (to the extent such security is not prohibited under the Interim Documents) or any cash constituting regulatory capital or customer cash,

provided that, in the case of paragraph (ii) above (A) any such prohibition, right to terminate or security was not included at the request of or otherwise procured by the Chargor or any other member of the Group following the date of this Debenture with the purpose of excluding that asset from the Security created by Clauses 4 (*Fixed Security*), 5.1 (*Floating charge*) or 6 (*Assignment*) or the operation of any further assurance provisions contained in the Interim Documents, (B) the Chargor shall, for a period of twenty Business Days, use reasonable endeavours (but without incurring material cost and without adverse impact on relationships with third parties) to obtain consent to charging any such asset or undertaking (where otherwise prohibited) if the Interim Security Agent specifies that such asset or undertaking is material and (C) if such prohibition or right to terminate is irrevocably and unconditionally waived or otherwise ceases to apply, the Chargor agrees to take all reasonable steps required such that the relevant asset is thereafter included in the relevant Security created by Clauses 4 (*Fixed Security*), 5.1 (*Floating charge*) and 6 (*Assignment*) but otherwise continuing to be subject to this Clause 7 (*Excluded Property*).

- (b) If at any time a Chargor notifies the Interim Security Agent that an asset being subject to the Security created by Clauses 4 (*Fixed Security*), 5.1 (*Floating charge*) or 6 (*Assignment*) has a material adverse effect on the ability of the relevant Chargor to conduct its operations and business as otherwise not prohibited by the Interim Facilities Agreement or as otherwise excluded by virtue of this Clause 7 (*Excluded Property*), the Interim Security Agent shall upon prior written request from the relevant Chargor promptly enter into such documentation as is required by such Chargor in order to release that asset from the Security created by Clauses 4 (*Fixed Security*), 5.1 (*Floating charge*) or 6 (*Assignment*), provided that any costs and expenses incurred by the Interim Security Agent entering into such documentation at the request of such Chargor pursuant to this Clause 7 (*Excluded Property*) shall be for the account of that Chargor (subject to clause 14 (*Fees and Expenses*) of the Interim Facilities Agreement). The Interim Security Agent is entitled to rely absolutely and without any further investigation on any such notification from such Chargor.

8. REPRESENTATIONS AND WARRANTIES

8.1 General

Each Chargor represents and warrants to the Interim Security Agent as set out in this Clause 8 on the date of this Debenture.

8.2 PSC Register

- (a) No Chargor has issued and does not intend to issue any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of any shares which constitute Charged Assets.
- (b) No Chargor has received any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of any shares which constitute Charged Assets to which it has not complied with or which has not been withdrawn.

9. PROVISIONS AS TO SECURITY AND PERFECTION

9.1 Negative pledge and restriction on dealings

No Chargor shall at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets, unless such actions are not expressly prohibited under the Interim Facilities Agreement.

9.2 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 Clauses 4 (*Fixed Security*) or 5 (*Floating Charge*).
- (b) It shall be implied in respect of Clauses 4 (*Fixed Security*) and 5 (*Floating Charge*) that each Chargor is disposing of the Charged Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

9.3 Notice of Security

- (a) Each Chargor shall:
 - (i) with respect to any Accounts existing as at the date of this Debenture, within fifteen Business Days of the date of this Debenture;
 - (ii) with respect to any Intercompany Receivables existing as at the date of this Debenture, within fifteen Business Days of the date of this Debenture;
 - (iii) with respect to any Accounts existing after the date of this Debenture, as soon as reasonably practicable upon the occurrence of a Declared Default (which is continuing) and in any event within ten Business Days thereof; or
 - (iv) with respect to any Intercompany Receivables created following the date of this Debenture, as soon as reasonably practicable upon the occurrence of a Declared Default (which is continuing) and in any event within ten Business Days thereof,

deliver (or procure the delivery of) an Account Notice and/or Notice of Assignment (as appropriate) duly executed by, or on behalf of, the relevant Chargor in relation to any Account and/or Intercompany Receivable which is the subject of the Fixed Security and any floating charge over any Account which is converted into a fixed charge pursuant to Clauses 5.2 (*Crystallisation: by notice*) and 5.3 (*Crystallisation: automatic*).

- (b) Each Chargor shall use its reasonable endeavours to procure from each recipient of such Account Notice or Notice of Assignment (as appropriate) an acknowledgement in the form set out therein within twenty Business Days of service of such Account Notice or Notice of Assignment (as appropriate). If the relevant Chargor has used its reasonable endeavours (not involving the payment of money or incurrence of any external expenses) but has not been able to obtain acknowledgement or acceptance, its obligation to obtain acknowledgement or acceptance shall cease on the expiry of that twenty Business Day period.

- (c) The execution of this Debenture or any Security Accession Deed (as applicable) by each Chargor constitutes (i) notice by such Chargor of the assignment of any Intercompany Receivables to which it is a party as lender to another Chargor which is a party as borrower; and (ii) acknowledgment by such other Chargor of the assignment of any Intercompany Receivables which it is a party as borrower and shall be deemed to constitute a Notice of Assignment for purposes of this Debenture.

9.4 **Deposit of documents of title: Investments**

After the occurrence of a Declared Default, each Chargor shall promptly on the request of the Interim Security Agent, deposit with the Interim Security Agent (or procure the deposit of) all of the Investments and any certificates and other documents of title representing the Investments to which the relevant Chargor (or its nominee(s)) is or becomes entitled, together with any other document which the Interim Security Agent may reasonably request (in such form and executed in such manner as the Interim 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 Investments or to registering any Investment in its name or the name of any nominee(s).

9.5 **Deposit of share certificates**

- (a) Each Chargor shall:
 - (i) as soon as reasonably practicable (and no later than ten Business Days) after the date of this Debenture or the relevant Security Accession Deed, deposit with the Interim Security Agent (or procure the deposit of) all certificates or other documents of title to the Shares and stock transfer forms (executed in blank by it or on its behalf in respect of the Shares); and
 - (ii) promptly upon or as soon as reasonably practicable after the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares (or upon acquiring any interest therein), notify the Interim Security Agent of that occurrence and deposit (and no later than ten Business Days thereafter) with the Interim Security Agent (or procure the deposit of) (i) all certificates and other documents of title representing such items and (ii) such stock transfer forms or other instruments of transfer (executed in blank by it or on its behalf) in respect thereof as the Interim Security Agent may request.
- (b) Bidco shall (to the extent applicable in relation to the Shares of the Target):
 - (i) on receipt of all share certificates (or indemnities in lieu of the same) relating to the Shares acquired pursuant to the Acquisition and duly executed stock transfer forms relating to all such Shares acquired pursuant to the Acquisition, instruct White & Case LLP (“**White & Case**”) and put White & Case in funds to submit such stock transfer forms to HM Revenue and Customs for stamping as soon as reasonably practicable and in any event within ten Business Days of receipt by White & Case;
 - (ii) following receipt by White & Case of duly stamped stock transfer forms relating to the Shares acquired pursuant to the Acquisition from HM Revenue and Customs, promptly instruct the Target’s directors and company secretary (if any) to register the transfer of the Shares acquired pursuant to the Acquisition in the Target’s company books and issue new share certificates evidencing the ownership of these Shares by Bidco as soon as reasonably practicable and in any event within ten Business Days of receipt; and

- (iii) following the issue of the new share certificates pursuant to paragraph (b)(ii) above promptly and in any event within ten Business Days of the same, deposit with the Interim Security Agent (or procure the deposit of) all share certificates relating to such Shares and undated stock transfer forms (executed in blank by Bidco or on its behalf).

9.6 Further advances

Subject to the terms of the Interim Facilities Agreement, each Lender is under an obligation to make further advances to the Chargors and that obligation will be deemed to be incorporated in this Debenture as if set out in this Debenture.

10. CONSENTS

10.1 Consents

- (a) Each Chargor shall, as soon as possible, use all reasonable endeavours to obtain any consents necessary or to remove any restriction on the creation of Security (in each case in form and substance satisfactory to the Interim Security Agent, acting reasonably) to enable the material assets of that Chargor to be the subject of the relevant Fixed Security pursuant to this Debenture.
- (b) Immediately upon obtaining any such consent or removing any such restriction, the asset concerned will become subject to that Fixed Security and that Chargor shall promptly deliver a copy of such consent or evidence of such removal to the Interim Security Agent.

11. VOTING RIGHTS AND DIVIDENDS

11.1 Voting rights and dividends prior to a Declared Default

Prior to the occurrence of a Declared Default, each Chargor shall:

- (a) be entitled to receive all dividends, interest and other monies or distributions of an income nature arising from the Shares; and
- (b) be entitled to exercise the voting rights in relation to the Shares in a manner that does not adversely affect the validity or enforceability of the Security or cause an Event of Default to occur.

11.2 Voting rights and dividends after a Declared Default

Upon the occurrence of a Declared Default which is continuing, the Interim Security Agent may, at its discretion (acting on the instructions of the relevant Interim Instructing Group), (in the name of any Chargor or otherwise and without any further consent or authority from that Chargor):

- (a) exercise (or refrain from exercising) any voting rights in respect of the Shares;
- (b) apply all dividends, interest and other monies arising from the Shares as though they were the proceeds of sale under this Debenture;
- (c) transfer the Shares into the name of the Interim Security Agent or such nominee(s) of the Interim 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 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 Interim Security Agent thinks fit, and the proceeds of any such action shall form part of the Shares.

11.3 Investments: Exercise of rights

After the occurrence of a Declared Default, the Chargors shall not exercise any of its rights and powers in relation to any of the Investments in any manner which would prejudice the value of, or the ability of the Interim Security Agent to realise, the Security created pursuant to this Debenture.

11.4 PSC Register

In respect of any shares which constitute Charged Property, the relevant Chargor shall promptly:

- (a) notify the Interim Security Agent of its intention to issue, or its receipt of, any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 and provide to the Interim Security Agent a copy of any such warning notice or restrictions notice;
- (b) respond to that notice within the prescribed timeframe; and
- (c) provide to the Interim Security Agent a copy of the response sent/received in respect of such notice.

12. ACCOUNTS

12.1 Accounts: Operation before Declared Default

Each Chargor shall, prior to the occurrence of a Declared Default, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account or otherwise deal with or close such Account, in the course of its business, subject to the terms of the Interim Facilities Agreement.

12.2 Accounts: Operation after Declared Default

After the occurrence of a Declared Default which is continuing, no Chargor shall 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 Interim Security Agent.

12.3 Accounts: Application of monies

The Interim Security Agent shall, upon the occurrence of a Declared Default, 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 Obligations in accordance with Clause 18 (*Application of Proceeds*).

13. INTERCOMPANY RECEIVABLES

13.1 Intercompany Receivables: Before Declared Default

Prior to the occurrence of a Declared Default, the Intercompany Receivables shall (subject to any restrictions on the application of such proceeds contained in the Interim Documents), upon such proceeds being credited to an Account, be released from the fixed charge created pursuant to Clause 4 (*Fixed Security*) and the Chargor shall be entitled to withdraw such proceeds from such Account provided that such proceeds shall continue to be subject to the floating charge created pursuant to Clause 5 (*Floating Charge*) and the terms of this Debenture.

13.2 Intercompany Receivables: After Declared Default

After the occurrence of a Declared Default which is continuing, the Chargor shall not, except with the prior written consent of the Interim Security Agent, be entitled to withdraw or otherwise transfer the proceeds of the realisation of any Intercompany Receivables standing to the credit of any Account.

14. ENFORCEMENT OF SECURITY

14.1 Enforcement

Any time after the occurrence of:

- (a) a Declared Default which is continuing; or
- (b) a request from any Chargor to the Interim Security Agent that it exercise any of its powers under this Debenture,

the Security created by or pursuant to this Debenture is immediately enforceable and the Interim Security Agent may, without notice to any Chargor or prior authorisation from any court, in its absolute discretion (acting on the instructions of the relevant Interim Instructing Group):

- (i) enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Assets (at the times, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration)); and
- (ii) whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorities and discretions (acting on the instructions of the relevant Interim Instructing Group) conferred by the Law of Property Act 1925 (as varied or extended by this Debenture) on mortgagees and by this Debenture on any Receiver or otherwise conferred by law on mortgagees or Receivers.

15. EXTENSION OF POWERS AND RIGHT OF APPROPRIATION

15.1 Extension of powers

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

15.2 Restrictions

The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or to the exercise by the Interim Security Agent of its right to consolidate all or any of the Security created by or pursuant to this Debenture with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Interim Security Agent without notice to any Chargor on or at any time after this Debenture has become enforceable in accordance with Clause 14 (*Enforcement of Security*).

15.3 Power of leasing

- (a) The statutory powers of leasing may be exercised by the Interim Security Agent at any time on or after this Debenture has become enforceable in accordance with Clause 14 (*Enforcement of Security*) and the Interim Security Agent and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with sections 99 and 100 of the Law of Property Act 1925.
- (b) For the purposes of sections 99 and 100 of the Law of Property Act 1925, the expression “Mortgagor” will include any incumbrancer deriving title under any Chargor and neither section 99(18) nor section 100(12) of the Law of Property Act 1925 will apply.
- (c) No Chargor shall have, at any time during the Security Period, the power pursuant to section 99 of the Law of Property Act 1925, to make any lease in respect of any real property without the prior written consent of the Interim Security Agent or as permitted pursuant to the terms of the Interim Facilities Agreement.

15.4 Right of appropriation

To the extent that any of the Charged Assets which consist of cash, publicly traded shares or privately held shares constitute “financial collateral” and this Debenture and the obligations of any Chargor hereunder constitute a “security financial collateral arrangement” (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003, as amended (the “**Regulations**”)), the Interim Security Agent shall have the right to appropriate all or any part of that Charged Asset in or towards the payment or discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to that Chargor. For this purpose, the parties agree that the value of that Charged Asset shall be:

- (a) in the case of cash, the amount standing to the credit of each of the Accounts, together with any accrued but unposted interest, at the time of appropriation;
- (b) in the case of publicly traded shares, the market price of such shares determined by the Interim Security Agent by reference to the relevant public index; and
- (c) in the case of privately held shares, the value of such shares determined by a Financial Adviser.

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

16. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

16.1 Appointment and removal

After the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 14.1 (*Enforcement*), the Interim Security Agent may by deed or otherwise (acting through an authorised officer of the Interim Security Agent):

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

16.2 Capacity of Receivers

- (a) Each person appointed to be a Receiver pursuant to Clause 16.1 (*Appointment and removal*) shall be:
 - (i) entitled to act individually or together with any other person appointed or substituted as Receiver;
 - (ii) for all purposes deemed to be the agent of the Chargors which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Interim Security Agent; and
 - (iii) entitled to remuneration for his services at a rate to be fixed by the Interim Security Agent from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).
- (b) The Interim Security Agent will not be responsible for any misconduct, negligence or default of a Receiver.

16.3 Statutory powers of appointment

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

17. POWERS OF RECEIVERS

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

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

18. APPLICATION OF PROCEEDS

All monies received or recovered and any non-cash recoveries made or received by the Interim Security Agent or any Receiver pursuant to this Debenture or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied in accordance with clause 13.8 (*Application of Moneys*) of the Interim Facilities Agreement.

19. PROTECTION OF PURCHASERS

19.1 Consideration

The receipt of the Interim Security Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Assets or making any acquisition, the Interim Security Agent or any Receiver may do so for such consideration (whether cash or non-cash), in such manner and on such terms as it thinks fit, in each case subject to the Interim Facilities Agreement.

19.2 Protection of purchasers

No purchaser or other person dealing with the Interim Security Agent or any Receiver shall be bound to inquire whether

- (a) the right of the Interim Security Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Interim Security Agent or such Receiver in such dealings; or

- (b) any of the Secured Obligations remain outstanding and/or are due and payable or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

19.3 Receipt Conclusive

The receipt of the Interim Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Interim Security Agent or any Receiver.

20. POWER OF ATTORNEY

20.1 Appointment and powers

The Chargor by way of security irrevocably appoints the Interim Security Agent, each Receiver and any person nominated for the purpose by the Interim Security Agent or any Receiver (in writing and signed by an officer of the Interim Security Agent or Receiver) severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

- (a) following a Declared Default which is continuing, carrying out any obligation imposed on that Chargor by this Debenture or any other Interim Documents (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting and/or releasing the Security created or intended to be created in respect of the Charged Assets); and
- (b) following a Declared Default which is continuing, enabling the Interim Security Agent and any Receiver to exercise or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Debenture or by law (including the exercise of any right of a legal or beneficial owner of the Charged Assets).

20.2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

21. EFFECTIVENESS OF SECURITY

21.1 Continuing security

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

21.2 Cumulative rights

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

Parties over the whole or any part of the Charged Assets shall merge into the Security constituted by this Debenture.

21.3 No prejudice

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

21.4 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Interim Security Agent, any Collateral Right, shall operate as a waiver of any such Collateral Right or constitute an election to affirm this Debenture. No election to affirm this Debenture on the part of the Interim Security Agent shall be effective unless it is in writing. No single or partial exercise of any Collateral Right shall prevent any further or other exercise of that or any other Collateral Right. The rights and remedies provided in this Debenture are cumulative and not exclusive of any rights or remedies provided by law.

21.5 No liability

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

- (a) to account as a mortgagee or mortgagee in possession; or
- (b) for any loss arising by exercising or not exercising any right, power, authority or discretion given to it by, or in connection with this Debenture or shortfall which arises on the enforcement or realisation of the Charged Assets, except in the case of gross negligence or wilful misconduct upon its part.

21.6 Partial invalidity

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Debenture nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the Security intended to be created by or pursuant to this Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security.

21.7 Waiver of defences

The provisions of this Debenture will not be affected by an act, omission, matter or thing which, but for this Clause 21.7, would reduce, release or prejudice any of its obligations under, or the Security created by, this Debenture (without limitation and whether or not known to the Chargors or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

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

21.8 **Chargors' intent**

Without prejudice to the generality of Clause 21.7 (*Waiver of defences*), each Chargor expressly confirms that it intends that the Security created under this Debenture, and the Collateral Rights, shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) variation, increase, extension or addition of or to any of the Interim Documents and/or any facility or amount made available under any of the Interim Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

21.9 **Immediate recourse**

No Secured Party (or any security trustee or agent on its behalf) will be required to proceed against or enforce any other rights or Security or claim payment from any other person before claiming from the Chargors under this Debenture. This applies irrespective of any law or any provision of this Debenture to the contrary.

21.10 **Deferral of rights**

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

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any guarantor of any Obligor's obligations under the Interim Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under the Interim Documents or of any other

guarantee or Security taken pursuant to, or in connection with, the Interim 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 Interim Documents ;
- (e) to exercise any right of set-off against any Obligor; and/or
- (f) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution on trust for the Secured Parties to the extent necessary to enable all amounts which may be or become payable to any Secured Party by the Obligors under or in connection with the Interim Documents to be repaid in full and shall promptly pay or transfer the same to the Interim Security Agent or as the Interim Security Agent may direct for application in accordance with Clause 18 (*Application of Proceeds*).

21.11 Additional Security

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

22. PRIOR SECURITY INTERESTS

- (a) In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Charged Assets or in case of exercise by the Interim Security Agent or any Receiver of any power of sale under this Debenture, the Interim Security Agent may redeem such prior Security or procure the transfer thereof to itself.
- (b) The Interim Security Agent may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on the Chargors.
- (c) All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Chargors to the Interim Security Agent on demand together with accrued interest thereon calculated in accordance with Clause 9.4 (*Interest on Overdue Amounts*) of the Interim Facilities Agreement.

23. SUBSEQUENT SECURITY INTERESTS

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

24. SUSPENSE ACCOUNTS

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

Security Agent be credited to any interest bearing suspense or impersonal account(s) maintained with any bank, building society, financial institution or other person which the Interim Security Agent considers appropriate (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Interim Security Agent's discretion, in or towards the discharge of any of the Secured Obligations and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above.

25. CLAWBACK

If any amount paid or credited to any Secured Party is avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargors under this Debenture and the Security constituted by this Debenture will continue and such amount will not be considered to have been irrevocably discharged.

26. SET-OFF

Each Chargor authorises the Interim Security Agent (but the Interim Security Agent shall not be obliged to exercise such right), after the occurrence of a Declared Default which is continuing, to set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Interim Security Agent to any Chargor and apply any credit balance to which that Chargor is entitled on any account with the Interim Security Agent in accordance with Clause 18 (*Application of Proceeds*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

27. CHANGES TO THE PARTIES

27.1 Assignments and transfers by the Interim Security Agent

The Interim Security Agent may assign and transfer all or any of its rights and obligations under this Debenture in accordance with the Interim Documents.

27.2 New Chargors

Each of the Chargors will procure that any member of the Group which is required to do so by the terms of the Interim Documents executes a Security Accession Deed.

27.3 Consent of Chargors

- (a) Each Chargor consents to any members of the Group becoming Chargors as contemplated by Clause 27.2 above.
- (b) Each Chargor confirms that the execution of any Security Accession Deed by members of the Group will in no way prejudice or affect the security granted by each of them under (and the covenants given by each of them in), the Debenture and that the Debenture shall remain in full force and effect as supplemented by any such Security Accession Deed.
- (c) Each Chargor further confirms that the execution of any other supplemental security document by a Chargor will in no way prejudice or affect the security granted by each of them under (and the covenants given by each of them in), the Debenture and that the Debenture shall remain in full force and effect as supplemented by any such supplemental security document.

27.4 The Interim Security Agent shall, subject to being satisfied that it has completed all necessary “know your customer” or other similar checks under all applicable laws and regulations in

relation to the relevant member of the Group, upon receipt of a Security Accession Deed duly executed and delivered to the Interim Security Agent by such member of the Group, countersign the Security Accession Deed.

28. DISCRETION AND DELEGATION

28.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Debenture by the Interim Security Agent (acting on the instructions of the relevant Interim Instructing Group) or any Receiver may, subject to the terms and conditions of the Interim Facilities Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

28.2 Delegation

- (a) Each of the Interim Security Agent, any Receiver and any Delegate may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion vested in it in its capacity as such.
- (b) That delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Interim Security Agent, that Receiver or that Delegate (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.
- (c) No Interim Security Agent, Receiver or Delegate shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

29. COUNTERPARTS

This Debenture may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of a signed counterpart of this Debenture by email attachment or telecopy shall be an effective mode of delivery.

30. GOVERNING LAW

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

31. JURISDICTION

31.1 English Courts

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

31.2 Convenient Forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

THIS DEBENTURE has been executed as, and is intended to take effect as, a deed by the Chargors and has been signed by the Interim Security Agent and is delivered on the date first above written

SCHEDULE 1

THE CHARGORS

Name of Chargor	Registered Number	Registered Address
Triley Midco Limited	13753390	C/O Triton Investments Advisers LLP, 32 Duke Street, 3rd Floor, St James's, London, United Kingdom, SW1Y 6DF
Triley Midco 2 Limited	13940971	C/O Triton Investments Advisers LLP, 32 Duke Street, 3rd Floor, St James's, London, United Kingdom, SW1Y 6DF
Triley Bidco Limited	13753642	C/O Triton Investments Advisers LLP, 32 Duke Street, 3rd Floor, St James's, London, United Kingdom, SW1Y 6DF

SCHEDULE 2
SHARES AND INVESTMENTS

Shares

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
Triley Midco Limited	Triley Midco 2 Limited	100 Ordinary shares
Triley Midco 2 Limited	Triley Bidco Limited	100 Ordinary Shares

SCHEDULE 3
BANK ACCOUNTS

None at the date of this Debenture.

SCHEDULE 4
Form of Account Notice

To: [Account Bank/other financial institution]

Date: []

Dear Sirs

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

Account Name[s]: []

Sort Code[s]: []

Account No[s]: []

[repeat list as necessary]

We irrevocably instruct and authorise you following receipt by you of a notice issued by the Interim Security Agent of the occurrence of a Declared Default to disclose to the Interim Security Agent without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure, such information relating to [the]/[any] account[s] maintained with you from time to time as the Interim Security Agent may request you to disclose to it.

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

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

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

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

Yours faithfully,

.....
for and on behalf of

[CHARGOR]

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

To: [●] (the “Interim Security Agent”)

Date:

Dear Sirs

We confirm receipt from [] (the “**Chargor**”) of a notice dated [] of a fixed charge upon the terms of a Debenture dated [] (the “**Debenture**”) of all the Chargors’ right, title and interest in and to, and all monies (including interest) from time to time standing to the credit of the following accounts which are maintained with us and the debt or debts represented thereby:

[List relevant accounts here]

(the “**Accounts**”).

We confirm that no fees or periodic charges are payable in respect of the Accounts and there are no restrictions on (a) the payment of the credit balance on the Accounts or (b) the creation of Security over the Accounts in favour of the Interim Security Agent or any third party.

We confirm that we have not received notice of the interest of any third party in any of the Accounts and will not, without the Interim Security Agent's prior written consent, amend or vary any rights attaching to the Accounts.

Following receipt of a notice issued by the Interim Security Agent of the occurrence of a Declared Default, we will act only in accordance with the instructions given by persons authorised by the Interim Security Agent and we shall send all statements and other notices given by us relating to the Accounts to the Interim Security Agent.

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. [Insert name of Chargor]

SCHEDULE 5

FORM OF NOTICE OF ASSIGNMENT

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

Dated: [●]

Dear Sirs

Re: [here identify the relevant Intercompany Receivable (the “Agreement”)]

We notify you that, [insert *name of Chargor*] (the “**Chargor**”) has [charged in favour of]/[assigned to] [insert *name of Interim Security Agent*] (the “**Interim Security Agent**”) for the benefit of itself and certain other banks and financial institutions (the “**Secured Parties**”) all its right, title and interest in the Agreement as security for certain obligations owed by the Chargor to the Secured Parties by way of a debenture dated [●].

We further notify you that:

1. you may continue to deal with the Chargor in relation to the Agreement until you receive written notice to the contrary from the Interim Security Agent. Thereafter the Chargor will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Interim Security Agent;
2. you are authorised to disclose information in relation to the Agreement to the Interim Security Agent on request;
3. after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Chargor is entitled under the Agreement direct to the Interim Security Agent (and not to the Chargor) unless the Interim Security Agent otherwise agrees in writing; and
4. the provisions of this notice may only be revoked with the written consent of the Interim Security Agent.

Please sign and return the enclosed copy of this notice to the Interim Security Agent (with a copy to the Chargor) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you have not received notice that the Chargor has assigned its rights under the agreement to a third party or created any other interest (whether by way of security or otherwise) in the agreement in favour of a third party; and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Agreement.

The provisions of this notice are governed by English law.

Yours faithfully

.....

for and on behalf of
[insert name of Chargor]

[On acknowledgement copy]

To: [insert name and address of Interim Security Agent]

Copy to: [insert name and address of Chargor]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

.....
for and on behalf of
[insert name of Counterparty]

Dated:

SCHEDULE 6

FORM OF SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on [●]

BETWEEN:

- (1) [●] **Limited**, a company incorporated in England and Wales with registered number [●] (the “**New Chargor**”); and
- (2) [●] as security trustee for itself and the other Secured Parties (the “**Interim Security Agent**”).

RECITAL:

This deed is supplemental to a debenture dated [●] between, amongst others, the Chargors named therein and the Interim Security Agent, as previously supplemented by earlier Security Accession Deeds (if any) (the “**Debenture**”).

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this deed.

1.2 Construction

Clauses 1.3 (*Construction*) to 1.7 (*Interim Security Agent assumes no obligation*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the “Debenture” and other similar expressions were references to this deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

The New Chargor as primary obligor covenants with the Interim Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment.

3. COMMON PROVISIONS

3.1 Common provisions as to all Security

All the Security constituted by or pursuant to this Deed is:

- (a) created with full title guarantee;
- (b) created in favour of the Interim Security Agent as security trustee for the Secured Parties and the Interim Security Agent shall hold the benefit of the Debenture and the Security created by or pursuant to it on trust for the Secured Parties; and

(c) continuing security for the payment and discharge of all the Secured Obligations.

3.2 Consent for Fixed Security

Each New Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party.

4. NEGATIVE PLEDGE AND RESTRICTION ON DEALINGS

The New Chargor shall not at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets, unless such actions are not expressly prohibited under the Interim Facilities Agreement.

5. FIXED SECURITY

5.1 Fixed charge over Accounts

Subject to Clause 7 (*Excluded Property*) of the Debenture, the New 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.

5.2 Fixed charge over Investments

Subject to Clause 7 (*Excluded Property*) of the Debenture, the New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

5.3 Fixed charge over Shares

Subject to Clause 7 (*Excluded Property*) of the Debenture, the New 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).

5.4 Fixed charge over Intercompany Receivables

Subject to Clause 7 (*Excluded Property*) of the Debenture, the New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Intercompany Receivables (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture) and all Related Rights.

6. FLOATING CHARGE

6.1 Floating charge

(a) Subject to Clause 7 (*Excluded Property*), the New Chargor charges by way of first floating charge in favour of the Interim Security Agent all present and future assets and undertaking of the New Chargor.

(b) The floating charge created pursuant to paragraph (a) of this Clause 6.1 shall be deferred in point of priority to all Fixed Security validly and effectively created by the New Chargor under this Debenture in favour of the Interim Security Agent as security for the Secured Obligations.

- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) of this Clause 6.1.

7. **ASSIGNMENT**

As further continuing security for the payment of the Secured Obligations, the New Chargor assigns absolutely with full title guarantee to the Interim Security Agent all its rights, title and interest, both present and future, from time to time in the Intercompany Receivables subject in each case to reassignment by the Interim Security Agent to the New Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.

8. **CONSTRUCTION OF DEBENTURE**

- (a) The Debenture shall remain in full force and effect as supplemented by this deed.
- (b) The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to “this deed” or “this Debenture” and other similar expressions will be deemed to be references to the Debenture as supplemented by this deed.

9. **DESIGNATION AS AN INTERIM DOCUMENT**

This deed is designated as an Interim Document.

10. **GOVERNING LAW**

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

11. **JURISDICTION**

11.1 **English Courts**

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 this deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this deed) (a “**Dispute**”).

11.2 **Convenient Forum**

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

IN WITNESS whereof this deed has been executed as, and is intended to take effect as, a deed by the New Chargor and has been signed by the Interim Security Agent and is delivered on the date first above written.

SIGNATORIES TO DEED OF ACCESSION

THE NEW CHARGOR

EXECUTED as a DEED by
[*Name of New Chargor*] acting by:

[●] as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

Address: [●]

Facsimile: [●]

Attention: [●]

THE INTERIM SECURITY AGENT

EXECUTED by
[*Name of Interim Security Agent*] acting by:

[●] as Authorised Signatory: _____

Notice Details

Address: [●]

Facsimile: [●]

Attention: [●]

Email: [●]

SCHEDULES TO DEED OF ACCESSION

SCHEDULE 1

SHARES AND INVESTMENTS

[•]

SCHEDULE 2

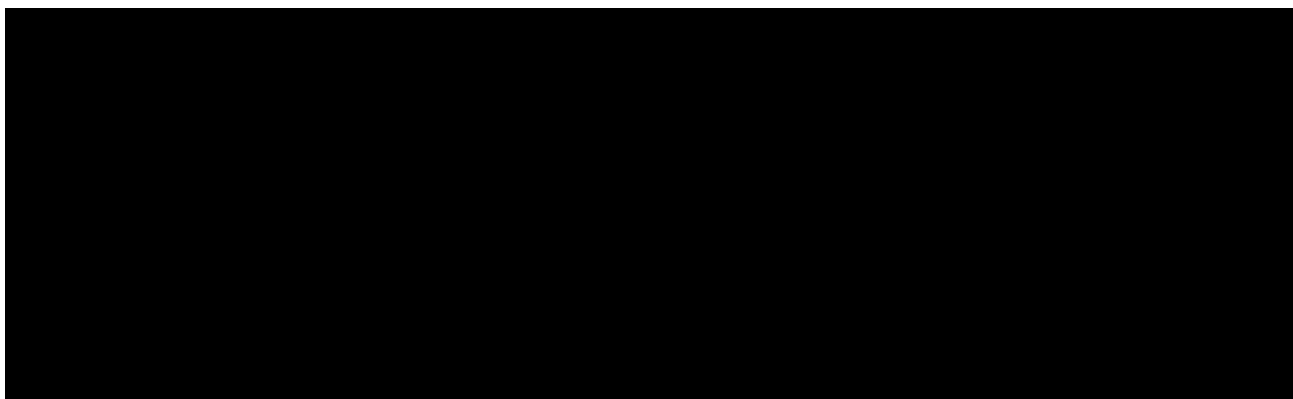
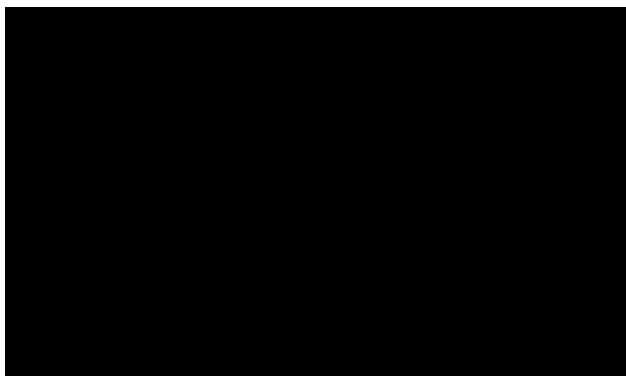
BANK ACCOUNTS

[•]

EXECUTION PAGE TO DEBENTURE

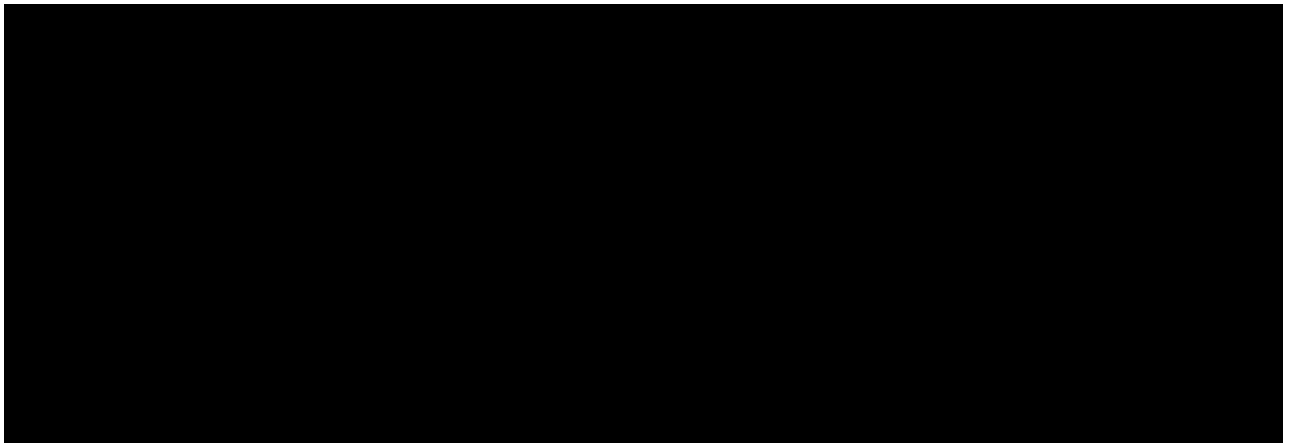
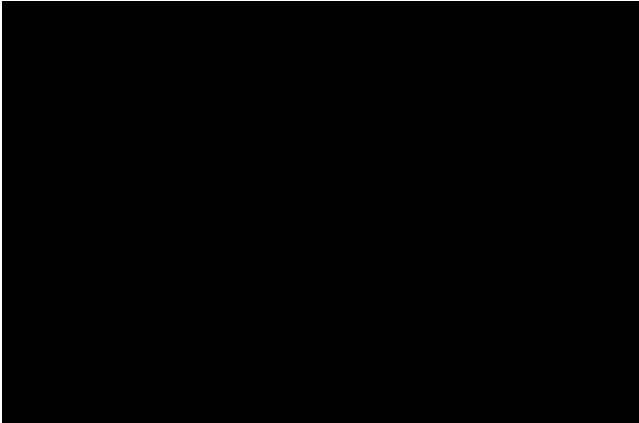
THE INITIAL CHARGORS

**EXECUTED AS A DEED by
TRILEY MIDCO LIMITED**



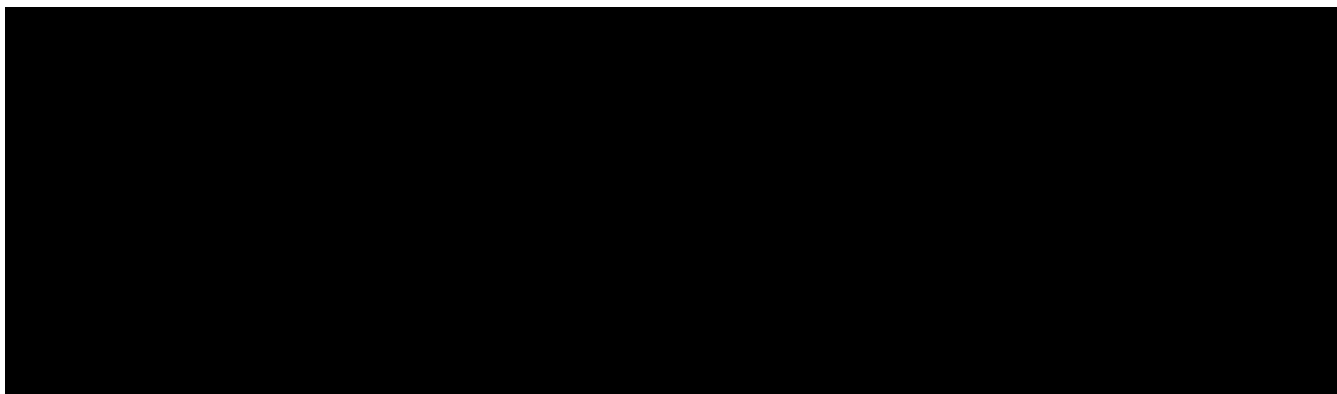
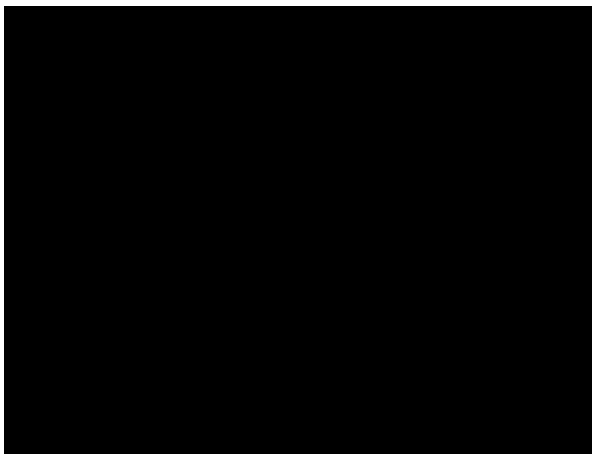
THE INITIAL CHARGORS

**EXECUTED AS A DEED by
TRILEY BIDCO LIMITED**



THE INITIAL CHARGORS

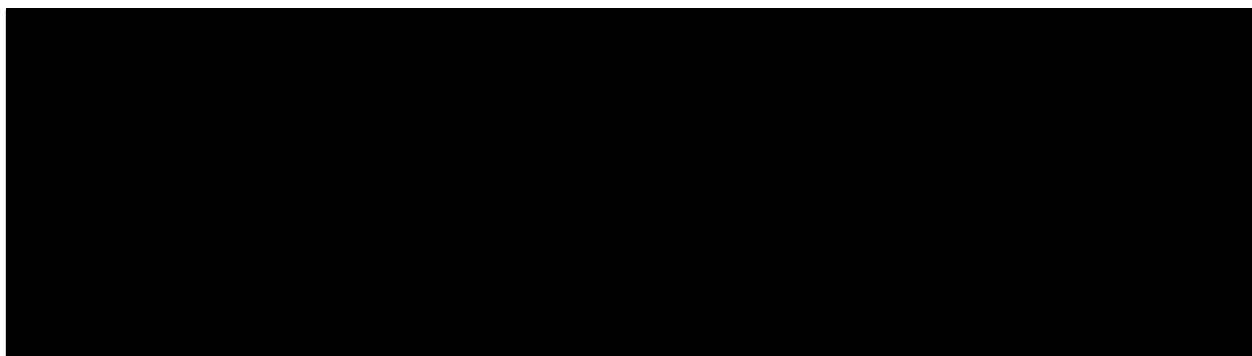
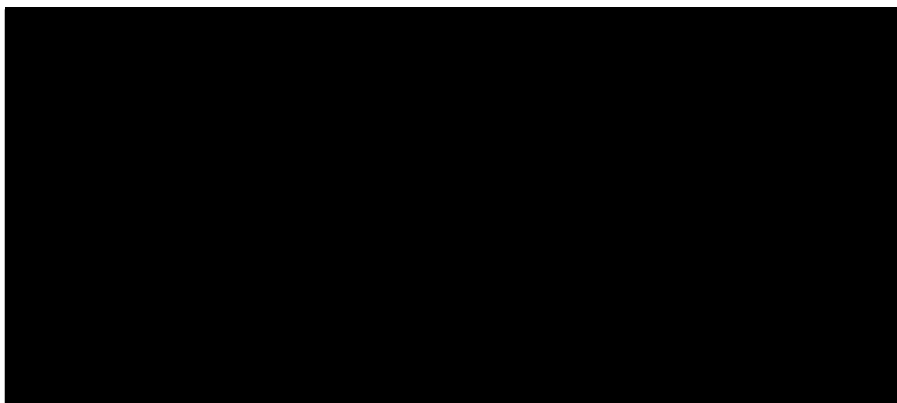
**EXECUTED AS A DEED by
TRILEY MIDCO 2 LIMITED**



EXECUTION PAGE TO DEBENTURE

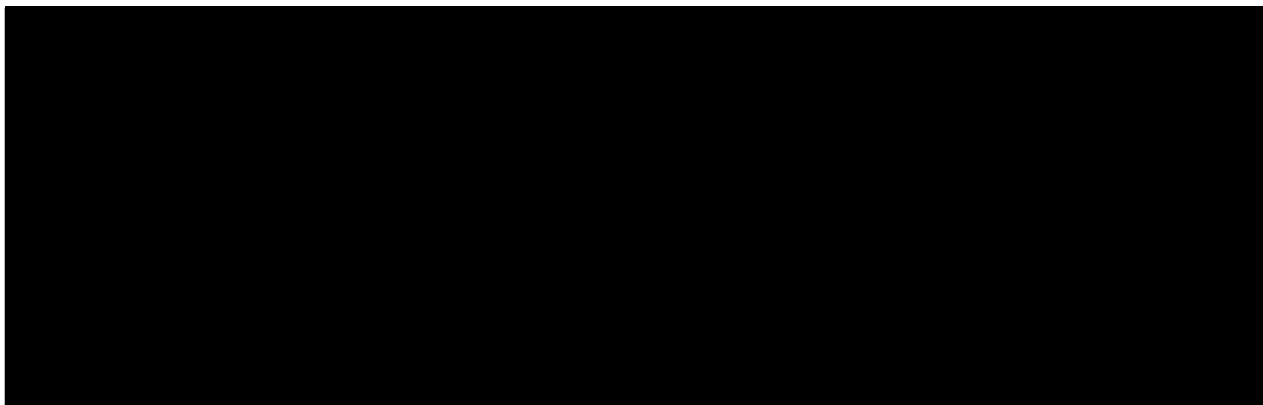
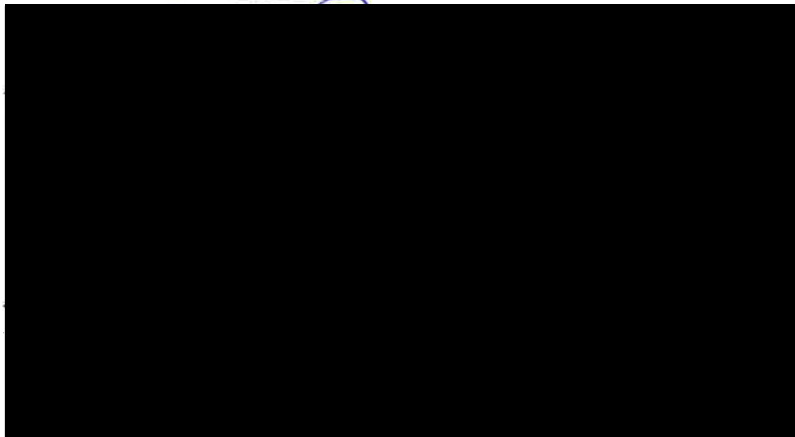
THE INITIAL CHARGORS

**EXECUTED AS A DEED by
TRILEY MIDCO LIMITED**



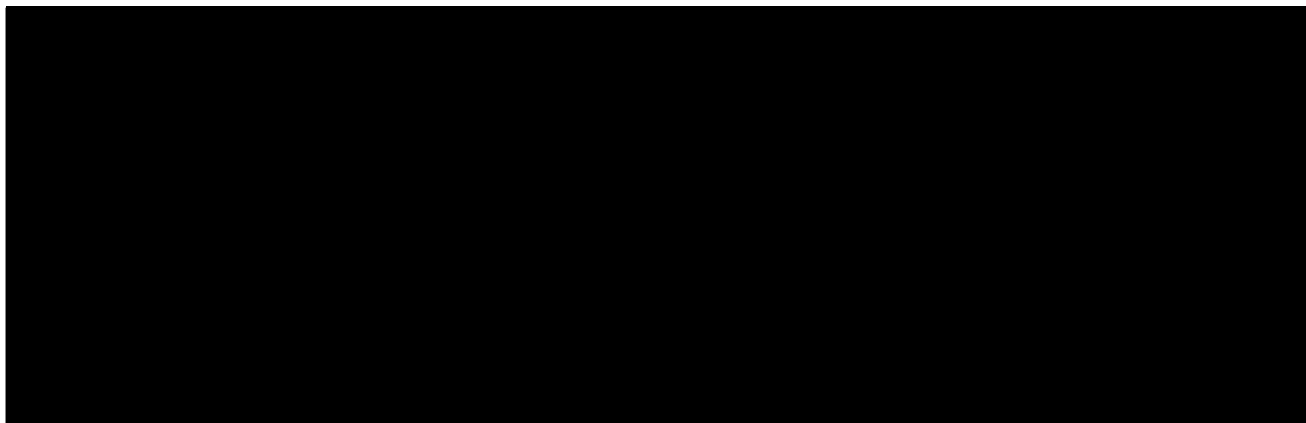
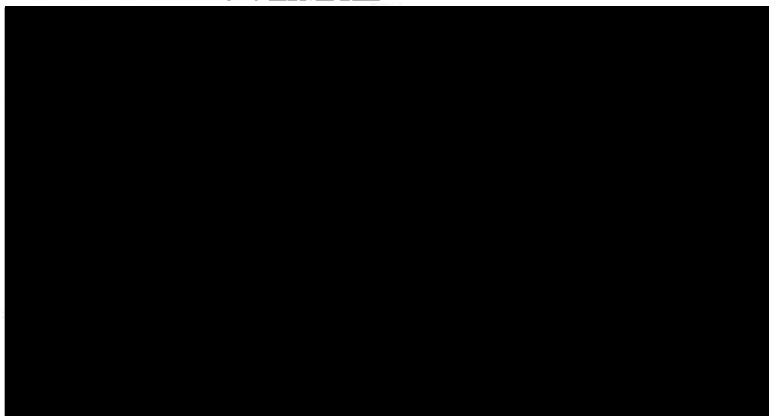
THE INITIAL CHARGORS

EXECUTED AS A DEED by
TRILEY BIDCO LIMITED



THE INITIAL CHARGORS

**EXECUTED AS A DEED by
TRILEY MIDCO 2 LIMITED**



THE INTERIM SECURITY AGENT

EXECUTED by HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED



Address

Email

Attention

