



Registration of a Charge

Company name: **GOLDMAN SACHS INTERNATIONAL BANK**

Company number: **01122503**



X91OHEY9

Received for Electronic Filing: **27/03/2020**

Details of Charge

Date of creation: **18/03/2020**

Charge code: **0112 2503 0022**

Persons entitled: **LUMINIS FINANCE PLC (AND ITS SUCCESSORS AND ASSIGNS)**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **LINKLATERS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1122503

Charge code: 0112 2503 0022

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th March 2020 and created by GOLDMAN SACHS INTERNATIONAL BANK was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th March 2020 .

Given at Companies House, Cardiff on 30th March 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 18 March 2020

GOLDMAN SACHS INTERNATIONAL BANK

as the Seller

in favour of

LUMINIS FINANCE PLC

acting as Buyer

SECURITY DEED

Linklaters

Ref: L-297090

Linklaters LLP

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THIS SECURITY DEED is dated 18 March 2020 and made between:

- (1) **GOLDMAN SACHS INTERNATIONAL BANK**, a company with registered number 01122503 incorporated in England and Wales whose office is at Plumtree Court, 25 Shoe Lane, London EC4A 4AP, as Seller (the "**Seller**"); and
- (2) **LUMINIS FINANCE PLC**, a company with registered number 635696 incorporated under the laws of Ireland, having its registered office at 32 Molesworth Street, Dublin 2, Ireland, as Buyer (the "**Buyer**", which term shall be deemed to include any successors and assigns).

Background

- (A) The Seller wishes to create security interests in favour of the Buyer to secure its obligations under the Participation Agreement.
- (B) The Buyer and the Seller intend this document to take effect as a deed.
- (C) The Buyer holds the benefit of this Security Deed for the Secured Parties on the terms of the Finance Documents.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Security Deed:

"**Assigned Agreement**" means all the Seller's right, title and interest from time to time in and to the agreement to which it is a party described in Schedule 2 (*Assigned Agreement*) and all Related Rights.

"**Delegate**" means a delegate or sub-delegate appointed by the Buyer or a Receiver in accordance with this Security Deed.

"**Participation Agreement**" means the LSTA Participation Agreement dated 18 March 2020 between the Seller and the Buyer relating to the Assigned Agreement.

"**Finance Documents**" means the Participation Agreement and this Security Deed.

"**Financial Collateral**" has the meaning given to such term in Clause 11.4.1.

"**Financial Collateral Regulations**" has the meaning given to such term in Clause 11.4.1.

"**Insolvency Act**" means the Insolvency Act 1986.

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

"**Note Conditions**" means the terms and conditions of the Notes, as may be amended from time to time.

"**Notes**" means the Series 2020-01 EUR 35,000,000 Pass-Through Notes due 2022 linked to a Floating Rate Facility under the Limited Recourse Securities Programme to be issued by the Buyer on or around the date of this Security Deed.

"**Participation Default**" means any failure to pay or perform an obligation by the Seller under the Participation Agreement.

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

"Process Agent" means Goldman Sachs International, acting out of its registered office.

"Receiver" means a receiver and manager or other receiver appointed in respect of all or any part of the Assigned Agreement and shall, if allowed by law, include an administrative receiver.

"Related Rights" means, in relation to the Assigned Agreement:

- (a) any proceeds of sale, transfer or other disposal, lease, licence, sub-licence, or agreement for sale, transfer or other disposal, lease, licence or sub-licence, of that Assigned Agreement;
- (b) any moneys or proceeds paid or payable deriving from that Assigned Agreement;
- (c) any rights, claims, guarantees, indemnities, Security or covenants for title in relation to that Assigned Agreement;
- (d) any awards or judgments in favour of the Seller in relation to that Assigned Agreement; and
- (e) any other assets deriving from, or relating to, that Assigned Agreement.

"Rights" means, in relation to any agreement or asset, all rights, title and interest of the relevant person in, to and under such agreement or asset including, without limitation in relation to the Assigned Agreement, all its rights in respect thereof or relating thereto and any sums or assets derived therefrom whether or not against third parties, including any proceeds of the sale of the Assigned Agreement and any and all rights in respect of all funds and/or assets held from time to time by the Seller for payment in connection with the Participation Agreement or otherwise in relation to the Assigned Agreement.

"Secured Liabilities" means all present and future liabilities and obligations at any time due, owing or incurred by the Seller to any Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (c) any claim for damages or restitution; and
- (d) any claim as a result of any recovery by the Seller of a payment, prepayment, repayment, redemption, defeasance or discharge of those liabilities or obligations on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings.

"Secured Party" means the Buyer, a Receiver or any Delegate.

"Secured Property" means, from time to time, the Assigned Agreement.

"Security Interests" means all or any of the Security created or expressed to be created in favour of the Buyer by or pursuant to this Security Deed.

1.2 Incorporation of defined terms: Unless a contrary indication appears, terms defined in the Participation Agreement have the same meaning in this Security Deed.

1.3 Construction

- 1.3.1 Any reference in this Security Deed to a "Finance Document" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument.
- 1.3.2 The provisions in clause 1.2 (*Construction*) of the Participation Agreement apply to this Security Deed, except that references to the Participation Agreement shall be construed as references to this Security Deed.

1.4 Third Party Rights

- 1.4.1 Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (*Rights of Third Parties*) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Security Deed.
- 1.4.2 Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Security Deed at any time.

2 CREATION OF SECURITY INTERESTS

- 2.1 **Security:** The Seller, with full title guarantee and as continuing security for the Secured Liabilities, secures, in favour of the Buyer (as trustee for each of the Secured Parties):
 - 2.1.1 by way of an assignment by way of security all of the Seller's Rights under the Assigned Agreement; and
 - 2.1.2 to the extent not validly and effectively assigned under Clause 2.1.1, by way of a first fixed charge over the Assigned Agreement.

3 RESTRICTIONS ON DEALING WITH ASSIGNED AGREEMENT

3.1 Negative pledge

The Seller shall not create or permit to subsist any Security over any Secured Property, except as permitted by the Finance Documents.

3.2 Disposals

The Seller 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 property, except as permitted by the Finance Documents.

4 FURTHER ASSURANCE

- 4.1 **Execute documents:** The Seller shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Buyer may reasonably specify (and in such form as the Buyer may reasonably require in favour of the Buyer or its nominee(s)):
 - 4.1.1 to perfect the Security created or intended to be created under or evidenced by this Security Deed (which may include the execution of a mortgage, charge, assignment

or other Security over all or any of the assets which are, or are intended to be, the subject of the Security Interests) or for the exercise of any rights, powers and remedies of the Buyer or the Secured Parties provided by or pursuant to the Finance Documents or by law;

4.1.2 to confer on the Buyer or confer on the Secured Parties, Security over any property and assets of the Seller located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Security Deed; and/or

4.1.3 to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Interests.

4.2 Available actions: The Seller shall take all such action as is available to it (including making and assisting with all filings, applications and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Buyer or the Secured Parties by or pursuant to this Security Deed.

5 ASSIGNED AGREEMENT

5.1 Documents: The Seller shall promptly deliver to the Buyer, and the Buyer shall be entitled to hold, executed originals of each Agreement and shall promptly deliver such other documents relating to the Agreements as the Buyer requires.

5.2 Notice of assignment: The Seller shall on the date of this Security Deed give notice of the assignment in Clause 2.1 (*Creation of Security Interests*) substantially in the form set out in Schedule 4 (Form of notice of assignment of Agreements) (or in such other form as is acceptable to the Buyer) and shall use its best endeavours to ensure that each recipient of any such notice promptly signs and returns the relevant form of acknowledgement.

5.3 Seller still liable: The Seller shall remain liable to perform all its obligations under each Agreement. Neither the Buyer, any Receiver nor any Delegate shall be under any obligation or liability to the Seller or any other person under or in respect of any Agreement.

5.4 No variation etc.:

5.4.1 The Seller shall not:

- (i) amend, supplement, vary or waive (or agree to amend, supplement, vary or waive) any provision of any Agreement;
- (ii) exercise any right to rescind, cancel or terminate any Agreement;
- (iii) release any counterparty from any obligations under any Agreement;
- (iv) waive any breach by any counterparty or consent to any act or omission which would otherwise constitute such a breach; or
- (v) except as provided in this Security Deed, novate, transfer or assign any of its rights under any Agreement.

5.4.2 The Seller shall promptly enforce all its rights under the Assigned Agreement.

5.5 Breach etc.:

5.5.1 The Seller shall notify the Buyer of:

- (i) any breach of or default under the Assigned Agreement by it or any other party;
- (ii) any right of it or any other party arising to rescind, cancel or terminate the Assigned Agreement; and
- (iii) any claim made or to be made by it or any other party under or in connection with the Assigned Agreement,

promptly upon becoming aware of the same.

5.5.2 The Seller shall provide the Buyer with reasonable details of any breach, default, right or claim of a type referred to in paragraph (a) above. The Seller shall not take any action or proceedings in relation to any such breach, default, right or claim except with the prior consent of the Buyer.

6 GENERAL UNDERTAKINGS

6.1 Information: The Seller shall supply to the Buyer promptly such information regarding its financial condition, business and operations, its Assigned Agreement and its compliance with this Security Deed as the Buyer may reasonably request.

6.2 No other prejudicial conduct: The Seller shall not do, or permit to be done, anything which could prejudice the Security Interests.

7 REPRESENTATIONS AND WARRANTIES

The Seller:

- (i) hereby makes the representations and warranties expressed to be made by the Seller to the Buyer under the Participation Agreement, to the Buyer on the date of this Security Deed; and
- (ii) represents and warrants to the Buyer that the agreements listed in Schedule 2 (*Assigned Agreements*) are correctly described and have not been amended, supplemented, varied, waived, rescinded, cancelled or terminated.

8 ENFORCEMENT OF SECURITY INTERESTS

8.1 When enforceable: The Security Interests shall be immediately enforceable on and at any time after the occurrence of a Participation Default which is continuing.

8.2 Enforcement action: At any time after the Security Interests have become enforceable, the Buyer may in its absolute discretion enforce all or any part of the Security Interests in any manner it sees fit.

8.3 Law of Property Act powers: At any time after the Security Interests have become enforceable, the powers, authorities and discretions conferred by the Law of Property Act on mortgagees, including the power of sale and other powers conferred by section 101 (*Powers incident to estate or interest of mortgagee*) of the Law of Property Act, as varied and extended by this Security Deed, shall be immediately exercisable.

9 LAW OF PROPERTY ACT

- 9.1 Section 101:** The power of sale and other powers conferred by section 101 (*Powers incident to estate or interest of mortgagee*) of the Law of Property Act on mortgagees, as varied and extended by this Security Deed, shall arise (and the Secured Liabilities shall be deemed due and payable for that purpose) on the date of this Security Deed and shall be exercisable in accordance with Clause 8.3 (*Law of Property Act powers*).
- 9.2 Section 103:** Section 103 (*Regulation of exercise of power of sale*) of the Law of Property Act shall not apply to this Security Deed.
- 9.3 Section 93:** Section 93 (*Restriction on consolidation of mortgages*) of the Law of Property Act shall not apply to this Security Deed.

10 APPOINTMENT OF RECEIVERS

10.1 Appointment of Receivers: If:

10.1.1 requested by the Seller; or

10.1.2 the Security Interests have become enforceable,

without any notice or further notice, the Buyer may, by deed or otherwise in writing signed by the Buyer or any person authorised for this purpose by the Buyer, appoint one or more persons to be a Receiver of all or any part of the Assigned Agreement. The Buyer may similarly remove any Receiver and appoint any person instead of any Receiver. If the Buyer appoints more than one person as Receiver, the Buyer may give those persons power to act either jointly or severally.

- 10.2 Agent of Seller:** Any Receiver shall be the agent of the Seller for all purposes. The Seller alone shall be responsible for the Receiver's contracts, engagements, acts, omissions and defaults.

- 10.3 Remuneration of Receivers:** The Buyer may determine the remuneration of any Receiver and the maximum rate specified in section 109(6) (*Appointment, powers, remuneration and duties of receiver*) of the Law of Property Act shall not apply. The Buyer may direct payment of that remuneration out of moneys it receives as Receiver. The Seller alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver.

11 RIGHTS AND LIABILITIES OF BUYER AND RECEIVERS

- 11.1 Rights of Receivers:** Any Receiver appointed pursuant to Clause 10 (*Appointment of Receivers*) shall have:

11.1.1 the rights set out in Schedule 1 (*Rights of Receivers*); and

11.1.2 the rights, powers, privileges and immunities conferred by law, including the rights, powers, privileges and immunities conferred by the Law of Property Act and the Insolvency Act on receivers or receivers and managers.

- 11.2 Rights of Buyer:** At any time after the Security Interests have become enforceable, to the fullest extent permitted by law, any rights conferred by any Finance Document or by law upon a Receiver may be exercised by the Buyer, whether or not the Buyer shall have appointed a Receiver of all or any part of the Assigned Agreement.

11.3 Delegation: The Buyer may delegate in any manner to any person any rights exercisable by the Buyer under any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Buyer thinks fit and the Buyer may pass confidential information to any such delegate.

11.4 Financial collateral arrangement

11.4.1 To the extent that this Security Deed constitutes a “financial collateral arrangement” (as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (the “**Financial Collateral Regulations**”)) the Buyer shall have the right at any time after the Security Interests have become enforceable, to appropriate any Charged Asset which constitutes “financial collateral” (as defined in the Financial Collateral Regulations (“**Financial Collateral**”)) in such manner as it sees fit in or towards satisfaction of the Secured Liabilities in accordance with the Financial Collateral Regulations.

11.4.2 If the Buyer is required to value any Financial Collateral for the purpose of Clause 11.4.1, the value shall be:

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

as converted, where necessary, into the currency in which the Secured Liabilities are denominated at a market rate of exchange prevailing at the time of appropriation selected by the Buyer. The Parties agree that the methods of valuation set out in this Clause 11.4.2 are commercially reasonable for the purpose of the Financial Collateral Regulations.

11.5 Possession: If the Buyer, any Receiver or any Delegate takes possession of the Assigned Agreement, it may at any time relinquish possession.

11.6 Buyer’s liability: Neither the Buyer, any Receiver nor any Delegate shall, either by reason of taking possession of the Assigned Agreement or for any other reason and whether as mortgagee in possession or otherwise, be liable for:

- 11.6.1** any costs, losses, liabilities or expenses relating to the realisation of any Assigned Agreement; or
- 11.6.2** any act or omission of the Buyer, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Assigned Agreement or in connection with the Participation Agreement, unless directly caused by its gross negligence or wilful misconduct.

12 ORDER OF APPLICATION

All amounts from time to time received or recovered by the Buyer or any Receiver pursuant to the terms of this Security Deed or in connection with the realisation or enforcement of all or any part of the Security Interests shall be held by the Buyer on trust to apply them at any time as the Buyer (in its discretion) sees fit, to the extent permitted by applicable law, in the following order of priority:

- (a) first, in discharging any sums owing to any Receiver or any Delegate;
- (b) secondly, in discharging all costs and expenses incurred by any Secured Party in connection with any realisation or enforcement of the Security Interests;
- (c) thirdly, in payment or distribution to the Buyer on its own behalf and on behalf of the other Secured parties for application towards the discharge of the Secured Liabilities;
- (d) fourthly, if the Seller is not under any further actual or contingent liability under any Finance Document, in payment or distribution to any person to whom the Buyer is obliged to pay or distribute in priority to the Seller; and
- (e) the balance, if any, in payment or distribution to the Seller.

13 POWER OF ATTORNEY

13.1 Appointment: The Seller by way of security irrevocably appoints the Buyer, each Receiver and each Delegate severally to be its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

13.1.1 to do anything which the Seller is obliged to do under any Finance Document to which it is party but has failed to do (including to do all such acts or execute all such documents, assignments, transfers, mortgages, charges, notices, instructions, filings and registrations as the Buyer may reasonably specify (and in such form as the Buyer may reasonably require in favour of the Buyer or its nominee(s))); and

13.1.2 to exercise any of the rights conferred on the Buyer, any Receiver or any Delegate in relation to the Assigned Agreement or under any Finance Document or under any law.

13.2 Ratification: The Seller ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 13.1 (*Appointment*).

14 PROTECTION OF THIRD PARTIES

No purchaser or other person dealing with the Buyer, any Receiver or its agents shall be concerned to enquire:

- (a) whether the powers conferred on the Buyer, any Receiver or its agents have arisen;
- (b) whether the powers conferred on the Buyer, any Receiver or its agents have become exercisable;
- (c) whether any consents, regulations, restrictions or directions relating to such powers have been obtained or complied with;
- (d) whether the Buyer, any Receiver or its agents is acting within such powers;
- (e) whether any money remains due under the Participation Agreement and the receipt in writing of the Buyer, any Receiver or its agents shall be sufficient discharge to that purchaser or other person;
- (f) as to the propriety or validity of acts purporting or intended to be in exercise of any such powers; or
- (g) as to the application of any money paid to the Buyer, any Receiver or its agents.

15 SAVING PROVISIONS

15.1 Continuing Security: Subject to Clause 16 (*Discharge of Security*), the Security Interests are continuing Security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

15.2 Reinstatement: If any discharge, release or arrangement (whether in respect of the obligations of the Seller or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation or otherwise, without limitation, then the liability of the Seller and the Security Interests will continue or be reinstated as if the discharge, release or arrangement had not occurred.

15.3 Waiver of defences: Neither the obligations of the Seller under this Security Deed nor the Security Interests will be affected by an act, omission, matter or thing which, but for this Clause 15, would reduce, release or prejudice any of its obligations under any Finance Document or any of the Security Interests (without limitation and whether or not known to it or any Secured Party) including:

15.3.1 any time, waiver or consent granted to, or composition with, the Seller or other person;

15.3.2 the release of the Seller or any other person under the terms of any composition or arrangement with any creditor of the Seller;

15.3.3 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, the Seller 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;

15.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Seller or any other person;

15.3.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;

15.3.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

15.3.7 any insolvency or similar proceedings.

15.4 Seller intent: Without prejudice to the generality of Clause 15.3 (*Waiver of defences*), the Seller expressly confirms that it intends that the Security Interests shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Participation Agreement and/or any facility or amount made available under any of the Participation Agreement 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.

15.5 Immediate recourse: The Seller waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Seller under this Security Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

15.6 Appropriations: Until all amounts which may be or become payable by the Seller under or in connection with the Participation Agreement have been irrevocably paid in full and all facilities which might give rise to Secured Liabilities have terminated, each Secured Party (or any trustee or agent on its behalf) may:

15.6.1 refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Seller shall not be entitled to the benefit of the same; and

15.6.2 hold in an interest-bearing suspense account any moneys received from the Seller or on account of the Seller's liability under this Security Deed.

15.7 Additional security: The Security Interests 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.

15.8 Tacking: Each Secured Party shall comply with its obligations under the Participation Agreement (including any obligation to make further advances).

16 DISCHARGE OF SECURITY

16.1 Final repayment: Subject to Clause 16.2 (*Retention of security*), if the Buyer is satisfied that all amounts which may be or become payable by the Seller under or in connection with the Participation Agreement have been irrevocably paid in full and that all facilities which might give rise to Secured Liabilities have terminated, the Buyer shall at the request and cost of the Seller release, reassign or discharge (as appropriate) the Assigned Agreement from the Security Interests, without recourse to, or any representation or warranty by, the Buyer or any of its nominees.

16.2 Retention of security: If the Buyer considers that any amount paid or credited to any Secured Party under any Finance Document is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Liabilities have been irrevocably paid.

17 PAYMENTS

17.1 Undertaking to pay: The Seller shall pay each of the Secured Liabilities when due in accordance with its terms.

17.2 Demands: Any demand for payment made by any Secured Party shall be valid and effective even if it contains no statement of the relevant Secured Liabilities or an inaccurate or incomplete statement of them.

17.3 Payments: All payments by the Seller under this Security Deed shall be made to such account, with such financial institution and in such other manner as the Buyer may direct.

17.4 Continuation of accounts

17.4.1 At any time after a Secured Party has received or is deemed to have received notice of any subsequent Security affecting all or any part of the Assigned Agreement of the Seller, that Secured Party may open a new account in the name of the Seller (whether or not it permits any existing account to continue).

17.4.2 If that Secured Party does not open such a new account, it shall be treated as if it had done so when the relevant notice was received or deemed to have been received and as from that time all payments made by or on behalf of the Seller to that Secured Party shall be credited or be treated as having been credited to the relevant new account and not as having been applied in reduction of the Secured Liabilities as at the time the relevant notice was received or deemed to have been received.

17.5 Contingencies: If all or any part of the Security Interests are enforced at a time when no amount is due under the Participation Agreement but any such amount may or will become due, the Buyer or the Receiver may pay the proceeds of any recoveries effected by it into a suspense account.

18 REMEDIES AND WAIVERS

18.1 Remedies and waivers: No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right or remedy under any Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Participation Agreement. No waiver or election to affirm any of the Participation Agreement on the part of any Secured Party shall be effective unless in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Participation Agreement are cumulative and not exclusive of any rights or remedies provided by law.

18.2 Certificates and Determinations: Any certification or determination by the Buyer or any Receiver of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

19 LIMITED RECOURSE AND NON-PETITION

19.1 Limited Recourse: Notwithstanding any other provisions of this Security Deed, the Seller shall have recourse only to the sums derived from the Charged Assets (as defined in the Note Conditions) relating to the Note, subject always to the Security Interests (as defined in the Note Conditions) and if after (i) the Charged Assets in respect of the Notes are exhausted (whether following liquidation or enforcement of the Security Interests for the Notes) and (ii) application of the proceeds in connection with the realisation or enforcement of such Security Interests for the Notes in accordance with Condition 5 (*Application of Secured Property*) the Note Conditions, any outstanding claim, debt or liability against Buyer in relation to the Notes or any document relating to the Notes remains unpaid, then such outstanding claim, debt or liability, as the case may be, shall be extinguished and no debt shall be owed by Buyer in respect thereof. Following extinguishment in accordance with this clause, neither Seller nor any other person acting on behalf of Seller shall be entitled to take any further steps against Buyer or any of its officers, shareholders, members, incorporators, corporate service

providers or directors to recover any further sum in respect of the extinguished claim, debt or liability, and Buyer shall have no obligation to any such persons in respect of such further sum).

The Seller acknowledges and agrees that Buyer's obligations in respect of the Notes and the documents related to the Notes (including this Security Deed) are solely the corporate obligations of Buyer and that it will not have any recourse against any of the directors, officers or employees of Buyer for any claims, losses, damages, liabilities, indemnities or other obligations whatsoever in connection with any transactions contemplated thereby.

19.2 Non-Petition: Neither the Seller nor any other person acting on behalf of it may, at any time, institute, or join with any other person in bringing, instituting or joining, insolvency, administration, bankruptcy, winding-up or any other similar proceedings (whether court-based or otherwise) in relation to Buyer or any of its officers, shareholders, members, incorporators, corporate service providers or directors or any of its assets, and none of them shall have any claim arising with respect to the assets and/or property attributable to any other obligations entered into by, Buyer or any other assets of Buyer.

19.3 Survival: The provisions of this Clause 19 shall survive the expiration or termination of this Security Deed.

20 COUNTERPARTS

This Security 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 Security Deed.

21 GOVERNING LAW

This Security Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.

22 JURISDICTION

22.1 The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Security Deed, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it (a "**Dispute**") and each party submits to the exclusive jurisdiction of the English courts.

22.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

22.3 Without prejudice to any other mode of service allowed under any relevant law, the Buyer:

22.3.1 irrevocably appoints the Process Agent as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document; and

22.3.2 agrees that failure by a process agent to notify the Seller of the process will not invalidate the proceedings concerned.

This Security Deed has been delivered on the date stated at the beginning of this Security Deed.

SCHEDULE 1

RIGHTS OF RECEIVERS

Any Receiver appointed pursuant to Clause 10 (*Appointment of Receivers*) shall have the right, either in its own name or in the name of the Seller or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person:

1 Deal with Assigned Agreement

to sell, transfer, assign, exchange, hire out, lend, licence or otherwise dispose of or realise all or any part of the Assigned Agreement to any person either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments or deferred);

2 Borrow money

to borrow or raise money either unsecured or on the security of all or any part of the Assigned Agreement (either in priority to the Security Interests or otherwise);

3 Rights of ownership

to manage and use all or any part of the Assigned Agreement and to exercise and do all such rights and things as the Receiver would be capable of exercising or doing if it were the absolute beneficial owner of all or any part of the Assigned Agreement;

4 Legal actions

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings relating to all or any part of the Assigned Agreement;

5 Claims

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or relating to all or any part of the Assigned Agreement;

6 Redemption of Security

to redeem any Security (whether or not having priority to the Security Interests) over all or any part of the Assigned Agreement and to settle the accounts of any person with an interest in all or any part of the Assigned Agreement;

7 Delegation

to delegate in any manner to any person any rights exercisable by the Receiver under any Finance Document, and any such delegation may be made upon such terms and conditions (including power to sub-delegate) as it thinks fit, and to pass confidential information to any such delegate;

8 Insolvency Act

to exercise all powers set out in Schedule 1, Schedule B1 to the Insolvency Act as now in force (whether or not in force at the date of exercise and whether or not the Receiver is an administrative receiver) and any powers added to Schedule 1 after the date of this Security Deed;

9 Receipts

to give a valid receipt for any moneys and do anything which may be necessary or desirable for realising all or any part of Assigned Agreement; and

10 Other powers

to do anything else it may think fit for the realisation of all or any part of the Assigned Agreement or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of any Finance Document to which the Seller is party, the Law of Property Act or the Insolvency Act.

SCHEDULE 2
ASSIGNED AGREEMENT

The Facility Agreement dated as of 5 December 2019 (as the same may have been, or may hereafter be, amended, restated, supplemented or otherwise modified from time to time), among Symbol Investment HoldCo DAC as borrower, the lenders from time to time party thereto and HSBC Bank Plc, as administrative agent

SCHEDULE 3

FORM OF NOTICE OF ASSIGNMENT OF ASSIGNED AGREEMENT

From: GOLDMAN SACHS INTERNATIONAL BANK (the “**Seller**”)

To: [Party to the Assigned Agreement]

Address:

Dated:

GOLDMAN SACHS INTERNATIONAL BANK – Security Deed

dated 18 March 2020 (the “**Security Deed**”)

- 1 We refer to the Security Deed between the Seller and Luminis Finance Plc (the “**Buyer**”) dated 18 March 2020.
- 2 We give notice that by an assignment contained in the Security Deed the Seller assigned to the Buyer by way of security all its right, title and interest from time to time in and to the Assigned Agreement, details of which are set out below (the “**Assigned Agreement**”), including all rights or claims in relation to the Assigned Agreement.

[Details of Assigned Agreement]
- 3 Until you receive written instructions from the Buyer to the contrary, all moneys payable by you to the Seller in respect of the Assigned Agreement shall be paid to the account notified to you by the Seller.
- 4 Despite the assignment referred to above or the making of any payment by you to the Buyer under or in connection with it:
 - 4.1 the Seller shall remain liable to perform all its obligations under each Assigned Agreement; and
 - 4.2 the Buyer, and any delegate or sub-delegate appointed by it or any receiver, shall not at any time be under any obligation or liability to you under or in respect of any Assigned Agreement.
- 5 The Seller shall remain entitled to exercise its rights, powers and discretions under each Assigned Agreement, except that the Seller shall not and you agree that the Seller shall not, without the prior written consent of the Buyer:
 - 5.1 amend, supplement, vary or waive (or agree to amend, supplement, vary or waive) any provision of any Assigned Agreement;
 - 5.2 exercise any right to rescind, cancel or terminate any Assigned Agreement;
 - 5.3 release any counterparty from any obligations under any Assigned Agreement;
 - 5.4 waive any breach by any counterparty or consent to any act or omission which would otherwise constitute such a breach; or
 - 5.5 except as provided in the Security Deed, novate, transfer or assign any of its rights under any Assigned Agreement.

- 6** You are authorised and instructed, without requiring further approval, to provide the Buyer with such information relating to the Assigned Agreement as it may from time to time request and to send to the Buyer and us copies of all notices issued by you.
- 7** This authority and instruction is irrevocable without the prior written consent of the Buyer.
- 8** This notice of assignment and any non-contractual obligations arising out of or in connection with it are governed by English law. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this notice of assignment (including a dispute relating to the existence, validity or termination of this notice of assignment or any non-contractual obligation arising out of or in connection with this notice of assignment).

GOLDMAN SACHS INTERNATIONAL BANK

By:

EXECUTION VERSION

Seller

EXECUTED as a DEED by GOLDMAN SACHS INTERNATIONAL BANK, a company incorporated in England and Wales, acting by YUGANDHAR KARNA and LUCA LOMBARDO, who, in accordance with the laws of that territory, are acting under the authority of the company

Signature in the name of the company

GOLDMAN SACHS INTERNATIONAL BANK

Signature of Authorised Signatory

YUGANDHAR KARNA

Signature of Authorised Signatory

LUCA LOMBARDO

Buyer

Executed and Delivered as a Deed
by LUMINIS FINANCE PLC

as duly appointed attorney for and on behalf of
LUMINIS FINANCE PLC
in the presence of:

Witness signature:

Address:

Occupation:

Signature

Seller

EXECUTED as a **DEED** by **GOLDMAN SACHS INTERNATIONAL BANK**, a company incorporated in England and Wales, acting by _____, who, in accordance with the laws of that territory, are acting under the authority of the company

Signature in the name of the company

GOLDMAN SACHS INTERNATIONAL BANK

Signature of Authorised Signatory

.....

Signature of Authorised Signatory

.....

Buyer

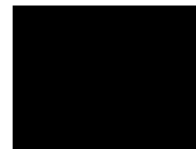
Executed and **Delivered** as a **Deed** by **LUMINIS FINANCE PLC**

as duly appointed attorney for and on behalf of **LUMINIS FINANCE PLC** in the presence of:

Witness signature:

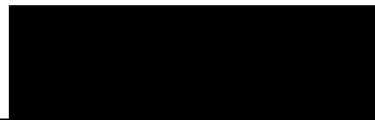
Address:

Occupation:



Jarlath Canning

Signature



32 Molesworth Street, Dublin 2,
D02 Y512,
Ireland