



Registration of a Charge

Company Name: **ROSEMONT PHARMACEUTICALS LIMITED**

Company Number: **00924648**



Received for filing in Electronic Format on the: **31/01/2023**

XBWCUUNS

Details of Charge

Date of creation: **25/01/2023**

Charge code: **0092 4648 0009**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS SECURITY TRUSTEE FOR THE
BENEFIT OF THE LENDERS AND THE OTHER SECURED PARTIES**

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: **PROSKAUER ROSE (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 924648

Charge code: 0092 4648 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th January 2023 and created by ROSEMONT PHARMACEUTICALS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st January 2023 .

Given at Companies House, Cardiff on 1st February 2023

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**

PLEDGE AND SECURITY AGREEMENT

dated as of January 25, 2023

among

ROSEMONT PHARMACEUTICALS, INC.,

ROSEMONT PHARMACEUTICALS LIMITED, and

the other GRANTORS from time to time party hereto,

and

GLAS TRUST CORPORATION LIMITED,
as Security Agent

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PLEDGE AND SECURITY AGREEMENT

PLEDGE AND SECURITY AGREEMENT, dated as of January 25, 2023 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, this “Agreement”), among ROSEMONT PHARMACEUTICALS LIMITED, a limited company incorporated in England and Wales with registered number 00924648 (“Rosemont Limited”), ROSEMONT PHARMACEUTICALS, INC., a Delaware corporation (“Rosemont US”, and together with Rosemont Limited and any other Person that becomes a party hereto as provided herein, the “Grantors”) and GLAS TRUST CORPORATION LIMITED, a company incorporated in England and Wales with company number 07927175, as security trustee for the benefit of the Lenders and the other Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Security Agent”).

INTRODUCTORY STATEMENTS

WHEREAS, pursuant to the Facilities Agreement, dated as of June 19, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Facilities Agreement”), among PRIMROSE MIDCO 2 LIMITED, a limited liability company incorporated in England and Wales with registered number 12582435 (the “Parent”), PRIMROSE BIDCO LIMITED, a limited liability company incorporated in England and Wales with registered number 12583166 (the “Company”), the other Borrowers from time to time party thereto (the “Borrowers”), the Guarantors from time to time party thereto (the “Guarantors”), the Lenders from time to time party thereto, Global Loan Agency Services Limited as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Facilities Agreement Agent”), and the Security Agent (the Security Agent together with the Facilities Agreement Agent, each an “Agent” and collectively the “Agents”), the Lenders have severally agreed to make Loans to the Borrowers upon and subject to the terms and conditions set forth therein;

WHEREAS, each Grantor has agreed to guarantee the payment and performance of the Borrowers’ obligations and liabilities under the Facilities Agreement and the other Finance Documents as more fully set forth therein;

WHEREAS, the Borrowers are members of an affiliated group of companies that includes each of the other Grantors, and each Guarantor (other than Parent) is a Subsidiary of the Parent;

WHEREAS, the Borrowers and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the Loans and other financial accommodations under the Facilities Agreement; and

WHEREAS, each Grantor has agreed to execute this Agreement and deliver this Agreement to the Security Agent for the benefit of the Secured Parties to secure the Secured Obligations.

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Lenders to make their respective Loans to the Borrowers thereunder and extend other financial accommodations to the Borrowers thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Security Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. DEFINED TERMS

1.1. Definitions.

(a) Uppercase terms used but not otherwise defined herein have the meanings given to them in the Facilities Agreement or any other Finance Document. The following terms have the meanings given to them in the UCC: Account, Certificated Security, Chattel Paper, Commercial Tort Claim, Commodity Account, Commodity Contract, control, Document, Electronic Chattel Paper, Farm Product, Fixtures, General Intangible, Goods, Instrument, Inventory, Investment Company Security, Letter-of-Credit Right, Payment Intangible, Securities Account, Securities Entitlement, Uncertificated Security and Supporting Obligation.

(b) The following terms have the following meanings:

“Account Control Agreement” means, with respect to a deposit account or a securities account, an account control agreement in form and substance reasonably satisfactory to the Security Agent, executed and delivered by the Obligor owning such account, the Security Agent and the applicable depositary bank or securities intermediary, as applicable, which account control agreement provides the Security Agent with, among other things, “control” over such account (as defined in, and for purposes of, the UCC) and the cash or investment property therein, as applicable.

“Agent” and “Agents” have the respective meanings given to such terms in the Introductory Statements hereto.

“Agreement” has the meaning given to such term in the preamble hereto.

“Assumption Agreement” means an Assumption Agreement delivered pursuant to Section 7.13 of this Agreement, substantially in the form attached hereto as Annex I.

“Bankruptcy Code” means Title 11 of the United States Code, as amended, modified, succeeded or replaced from time to time.

“Borrowers” has the meaning given to such term in the Introductory Statements hereto.

“Capital Stock” means, in relation to a Grantor, all of the shares held by that Grantor (or on its behalf by a nominee) including those shares listed on Schedule 3.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and all rules, regulations, standards and guidelines issued thereunder. Section references to the Code are to the Code as in effect at the date of this Facilities Agreement, and any subsequent provisions of the Code amendatory thereof, supplemental thereto or substituted therefor.

“Collateral” has the meaning given to such term in Section 2 hereof.

“Collateral Account” means any Deposit Account subject to an Account Control Agreement, that is established by the Security Agent as provided in Section 5.1 or Section 5.4 hereof.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute

“Copyright Licenses” means any written agreement now or hereafter in effect, naming any Grantor as licensor or licensee (including those listed in Schedule 4 hereto), granting any right in, to or under any Copyright, including the grant of rights to copy, publicly perform, display, create derivative works, manufacture, distribute, exploit and sell materials derived from any Copyright.

“Copyrights” means (a) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including those listed in Schedule 4 hereto), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or any foreign counterpart thereof (including those listed in Schedule 4 hereto) and (b) the right to obtain all extensions and renewals thereof.

“Debt Documents” has the meaning given to such term in the Intercreditor Agreement.

“Debtor” has the meaning given to such term in the Intercreditor Agreement.

“Deposit Account” has the meaning given to such term in the UCC and, in any event, includes any demand, time, savings, passbook or similar account maintained with a depository institution.

“Enforcement Event” means the occurrence of a Declared Default.

“Equipment” means (a) any “equipment”, as defined in Section 9-102(a)(33) of the UCC, (b) all machinery, equipment, furnishings and Fixtures and (c) any and all additions, substitutions, and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment, and accessories installed thereon or affixed thereto (in each case, regardless of whether characterized as equipment under the UCC).

“Excluded Property” has the meaning given to such term in Section 2.3 hereof.

“Facilities Agreement” has the meaning given to such term in the Introductory Statements hereto.

“Facilities Agreement Agent” has the meaning given to such term in the Introductory Statements hereto.

“Foreign Subsidiary” means each Subsidiary of an Obligor that is not a U.S. Person.

“Grantor Insolvency Events” has the meaning given to such term in Section 7.16(a) hereof.

“Grantors” has the meaning given to such term in the preamble hereto.

“Insolvency Proceeding” means, with respect to any Person: (a) any case or proceeding commenced by, against or in respect of such Person (i) under the Bankruptcy Code or any provision thereof, (ii) under any other existing or future law of any governmental authority relating to bankruptcy, insolvency, reorganization or relief of debtors, (iii) otherwise seeking to have such Person judged bankrupt or insolvent, (iv) otherwise seeking reorganization, restructuring, arrangement, adjustment, receivership, winding-up, liquidation, dissolution, composition or other similar relief with respect to such Person or such Person’s debts, or (v) seeking appointment of a receiver, trustee, custodian, conservator, intervenor or other similar official, officer or designee for such Person or for any portion of such Person’s assets; (b) the commencement of any assignment for the benefit of such Person’s creditors; or (c) the commencement of any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against such Person or any of such Person’s assets.

“Intellectual Property” means, collectively, all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise,

including without limitation the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, Internet Domain Names, and Trade Secrets.

“Intercompany Debt” means, with respect to each Grantor, all indebtedness, liabilities, and other obligations of any other Grantor owing to such Grantor in respect of any and all loans or advances made by such Grantor to such other Grantor whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, including all fees and all other amounts payable by any other Grantor to such Grantor under or in connection with any documents or instruments related thereto, and including all claims for contribution pursuant to the guarantee provided under the Facilities Agreement.

“Internet Domain Name” means all rights, title and interest arising under any law, in or relating to Internet domain names.

“Intercompany Note” means any promissory note evidencing any Intercompany Debt.

“Intercreditor Agreement” has the meaning given to such term in the Facilities Agreement.

“Investment Property” means, collectively, (a) all “investment property”, as defined in Section 9-102(a)(49) of the UCC, and (b) whether or not constituting “investment property” as so defined, all Securities (all Certificated Securities and Uncertificated Securities), Securities Accounts, Securities Entitlements, Commodity Contracts, Commodity Accounts, Pledged Notes and Pledged Stock.

“IP License” means all written agreements now or hereafter in effect, granting any right, title or interest in, to or under any Intellectual Property, including all Copyright Licenses, Patent Licenses, and Trademark Licenses.

“Issuer Control Agreement” means an Issuer Control Agreement substantially in the form attached hereto as Annex III, among a Grantor, the Security Agent and the relevant Issuer, in form and substance reasonably acceptable to the such Grantor and the Security Agent, pursuant to which control over any Uncertificated Security of such Issuer issued or granted to, or held by, any Grantor is granted to the Security Agent.

“Issuers” means, collectively, each issuer of any Investment Property.

“Liabilities” has the meaning given to it in the Intercreditor Agreement.

“Material Electronic Chattel Paper” has the meaning given to such term in Section 4.11 hereof.

“Organization Documents” means, (a) with respect to any corporation, its certificate or articles of incorporation and its bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction), (b) with respect to any limited liability company, its certificate or articles of formation or organization and its operating agreement, (c) with respect to any partnership, joint venture, trust or other form of business entity, its partnership, joint venture or other applicable agreement of formation or organization and, if applicable, any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable governmental authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity, and (d) with respect to any entity, any applicable stockholders agreement, shareholders agreement or voting agreement.

“Parent” has the meaning given to such term in the Introductory Statements hereto.

“Patent License” means all written agreements now or hereafter in effect, providing for the grant by or to any Grantor of any right to manufacture, use, sell, offer for sale or import any invention covered in whole or in part by a Patent, including any of the foregoing referred to in Schedule 4 hereto.

“Patents” means (a) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including any of the foregoing referred to in Schedule 4 hereto, (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including any of the foregoing referred to in Schedule 4 hereto, and (c) all rights to obtain any reissues or extensions of the foregoing.

“Perfection Certificate” means a Perfection Certificate in form and substance reasonably satisfactory to the Security Agent, delivered by each Obligor to the Security Agent pursuant to Section 3.4.

“Pledged”, when used in connection with any type of asset, means, at any time, an asset of such type that is included or required to be included (or that creates rights that are included or required to be included) in the Collateral at such time pursuant to the terms of this Agreement.

“Pledged Notes” means all promissory notes listed on Schedule 1 hereto, all Intercompany Notes at any time issued to any Grantor, and all other promissory notes issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business), in each case to the extent required to be pledged pursuant to the Facilities Agreement.

“Pledged Stock” means the shares of Capital Stock listed on Schedule 1 hereto, together with any other shares, stock certificates, options, interests, economic rights, rights as and to become a member of a limited liability company or other rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect; provided that in no event shall the Excluded Stock be deemed Pledged Stock.

“Proceeds” means all “proceeds”, as defined in Section 9-102(a)(64) of the UCC, and, in any event, includes all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

“Receivable” means any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including any Account).

“Secured Obligations” means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity; provided, that in no event shall “Secured Obligations” include Excluded Swap Obligations (as defined in that certain Accession Deed, dated as of the date hereof, by and among Rosemont US, the Parent and the Security Agent).

“Secured Parties” means the Security Agent, any Receiver or Delegate and each of the Senior Creditors (each, as defined in the Intercreditor Agreement) from time to time but, in the case of each Senior Creditor, only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor

Agreement, in the appropriate capacity, pursuant to clause 21.10 (Creditor Accession Undertaking) of the Intercreditor Agreement.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Security Agent” has the meaning given to such term in the preamble hereto.

“Termination Date” means Senior Discharge Date (as defined in the Intercreditor Agreement).

“Trade Secrets” means anything that would constitute a trade secret under applicable law and information that derives independent economic value (actual or potential) from not being generally known to and not being readily ascertainable by proper means by a person able to obtain economic value from its use or disclosure, and all other inventions (whether patentable or not), industrial designs, discoveries, improvements, ideas, designs, models, formulae, patterns, compilations, databases, data collections, drawings, blueprints, mask works, devices, methods, techniques, processes, know-how, confidential information, proprietary information, customer lists, software, and technical information.

“Trademark License” means any written agreement now or hereafter in effect, providing for the grant by or to any Grantor of any right to use any Trademark, including any of the foregoing referred to in Schedule 4 hereof.

“Trademarks” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers (whether registered or unregistered), and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 4 hereof and (b) the right to obtain all extensions and renewals thereof.

“U.S. Grantor” means any Grantor that is a U.S. Person.

“U.S. Person” means any Person that is a “United States Person” as defined in Section 7701(a)(30) of the Code.

“Unasserted Contingent Obligations” means, at any time, Secured Obligations for indemnifications, reimbursements, costs, damages and other liabilities in respect of which no assertion of liability and no claim or demand for payment or indemnification has been made as of such time.

“Voting Stock” means, with respect to any Person, shares of such Person’s Capital Stock having the right to vote for the election of directors (or Persons acting in a comparable capacity) of such Person under ordinary circumstances.

1.2. Other Definitional Provisions.

(a) The words “hereof”, “herein”, “hereto” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

(c) Except as otherwise provided in this Agreement, Clause 1.2 ("Construction") of Facilities Agreement will apply as if incorporated in this Agreement, or in any notice given under or in connection with this Agreement, as if all references in that clause or the Facilities Agreement were a reference to this Agreement or that notice

(d) References to a Section or a Schedule are to a section or a schedule of this Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

2.1. Each Grantor (other than Rosemont Limited) hereby pledges, collaterally assigns and transfers to the Security Agent for the benefit of the Secured Parties, and hereby grants to the Security Agent for the benefit of the Secured Parties, a Security on and a continuing security interest in all of such Grantor's right, title and interest in and to all of the following personal property and other assets, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, wherever located (collectively, the "Non-Rosemont Limited Collateral") and together with the Rosemont Limited Collateral set forth in Section 2.2, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

- (a) all Accounts;
- (b) all cash and cash equivalents;
- (c) all Chattel Paper;
- (d) all Deposit Accounts;
- (e) all Documents;
- (f) all Equipment;
- (g) all Fixtures;
- (h) all General Intangibles;
- (i) all Instruments;
- (j) all Intellectual Property;
- (k) all Inventory;
- (l) all Investment Property;
- (m) all Letter-of-Credit Rights;
- (n) all Supporting Obligations;

- (o) all Pledged Stock;
- (p) all insurance policies of any kind maintained by any Grantor, including without limitation the “key-man” insurance;
- (q) all Goods and other property not otherwise described above (except for (i) any property specifically excluded from any clause in this Section 2 above and (ii) any property specifically excluded from any defined term used in any clause of this Section 2 above);
- (r) all books and records pertaining to the Collateral;
- (s) all Commercial Tort Claims listed on Schedule 5 hereto or described in any notice sent pursuant to Section 4.9 hereof; and
- (t) to the extent not otherwise included, all Proceeds, Payment Intangibles, Supporting Obligations and products of any and all of the foregoing and all collateral security and guaranties given by any Person with respect to any of the foregoing.

2.2. Rosemont Limited hereby pledges, collaterally assigns and transfers to the Security Agent for the benefit of the Secured Parties, and hereby grants to the Security Agent for the benefit of the Secured Parties, a Security on and a continuing security interest in all of such Grantor’s right, title and interest in and to the Pledged Stock of Rosemont US, whether now owned or at any time hereafter acquired by Rosemont Limited or in which Rosemont Limited now has or at any time in the future may acquire any right, title or interest, including to the extent not otherwise included, all Proceeds, Payment Intangibles, Supporting Obligations and products of any and all of the Pledged Stock and all collateral security and guaranties given by any Person with respect to any of the foregoing (collectively, the “Rosemont Limited Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

2.3. Notwithstanding the foregoing Sections 2.1 through 2.2, “Collateral” shall not include the following (collectively, the “Excluded Property”) : (a) more than 65% of the Voting Stock of each Foreign Subsidiary directly held by any Grantor that is a “United States person” within the meaning of Section 7701(a)(30) of the Code, if the grant of a security interest in excess of such percentage to secure the Secured Obligations would cause material adverse tax consequences for such Grantor under the Code (the “Excluded Stock”); provided that immediately upon any amendment of the Code that would allow the pledge of a greater percentage of such Voting Stock without material adverse tax consequences to such Grantor, “Collateral” shall automatically and without further action required by, and without notice to, any Person include such greater percentage of Voting Stock of such Foreign Subsidiary from that time forward, (b) any U.S. intent-to-use trademark application for which a statement of use has not been filed with and duly accepted by the United States Patent and Trademark Office (but only until such statement is accepted by the United States Patent and Trademark Office), (c) motor vehicles and other assets subject to certificates of title (other than to the extent a Security thereon can be perfected the filing of a financing statement under the UCC), (d) any asset (or any agreement evidencing such asset) that is subject to a rule of law, statute or regulation (or contains a term) that restricts, prohibits, or requires a consent (that has not been obtained) of a Person (other than such Grantor or any Affiliate of such Grantor) to, the creation, attachment or perfection of the security interest granted herein, and any such restriction, prohibition and/or requirement of consent is effective and enforceable under applicable law and is not rendered ineffective by applicable law (including, without limitation, pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC), (e) any lease, license or other agreement or any property subject to a purchase money security interest or similar arrangement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money arrangement or create a right of termination in favor of any other

party thereto (other than a Grantor) after giving effect to the applicable anti-assignment provisions of the UCC, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition; provided, that the foregoing exclusion shall not apply (i) to any Proceeds or receivables of any such lease, license or other agreement, (ii) if such prohibition has been waived by such other party in writing or such other party has otherwise consented in writing to the creation hereunder of a security interest in such contract, license or agreement or (iii) if such prohibition would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of Article 9 of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code), (f) those assets as to which Security Agent and the Grantors reasonably agree that the cost of obtaining or perfecting such a security interest are unreasonable in all circumstances or disproportionate in relation to the benefit to the Secured Parties of the security to be afforded thereby (including any increase to the tax cost of the Group), (g) those assets for which if subject to the Security set forth herein, such granting of Security would result in a breach of corporate benefit, financial assistance, fraudulent preference or thin capitalization laws or regulations (or analogous restrictions), (h) those assets for which if subject to the Security set forth herein, such granting of Security would result in a significant risk to any directors or officers of the relevant grantor of Security or contravention of their fiduciary duties and/or of civil or criminal or personal liability, (i) Capital Stock in any Joint Venture or non-wholly owned Subsidiary to the extent such Security is prohibited under a shareholders' agreement or equivalent arrangement with a third party, and (j) any real property with a fair market value equal to or less than \$2,000,000 or any leasehold property interest with a term of less than 25 years to run; provided, however, the foregoing exclusions shall in no way be construed (i) to apply if any such prohibition would be rendered ineffective under the UCC (including Sections 9-406, 9-407 and 9-408 thereof) or other applicable law (including the Bankruptcy Code) or principles of equity, (ii) so as to limit, impair or otherwise affect the Security Agent's unconditional continuing Security upon any rights or interests of any Grantor in or to the Proceeds thereof (including proceeds from the sale, license, lease or other disposition thereof), including monies due or to become due under any such lease, license, contract, or agreement (including any Accounts or other Receivables), or (iii) to apply at such time as the condition causing such prohibition shall be remedied and, to the extent severable, "Collateral" shall include any portion of such lease, license, contract, agreement or assets subject thereto that does not result in such prohibition. For the avoidance of doubt, "cost" includes, but is not limited to, income tax cost, registration taxes payable on the creation or enforcement or for the continuance of any Security, stamp duties, notarization fees, legal fees, out-of-pocket expenses, and other fees and expenses directly incurred by the relevant Grantor of Security or any of its direct or indirect owners, Subsidiaries or Affiliates.

SECTION 3. REPRESENTATIONS AND WARRANTIES

To induce the Agents and the Lenders to enter into the Facilities Agreement and to induce the Lenders to make their respective Loans and other financial accommodations to the Borrowers thereunder, each Grantor hereby represents and warrants to each Secured Party that:

3.1. [Reserved].

3.2. Title; No Other Securities. Such Grantor has title to, and good and valid rights to, the Collateral of such Grantor. Such Grantor owns each such item of (x) Collateral (other than Pledged Stock) free and clear of any and all Security or claims of others, other than Permitted Security and (y) Pledged Stock free and clear of any and all Security or claims of others, other than Permitted Security. No financing statement or other public notice or record of a Security with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the Security Agent, for the benefit of the Secured Parties, pursuant to this Agreement or as are expressly permitted by the terms of the Facilities Agreement. No Collateral owned by any Grantor will be in the possession or under the control of any other Person having a claim thereto or security interest therein; provided, however, that any Grantor may, in the ordinary course of its business, grant non-exclusive licenses to third parties to use Intellectual

Property owned or developed by a Grantor, in a manner that does not materially diminish the value of such Intellectual Property. For purposes of this Agreement and the other Finance Documents, such licensing activity shall not constitute a "Security" on such Intellectual Property.

3.3. Perfected Priority Security. Upon completion of the filings and other actions specified on Schedule 2 hereto (which, in the case of all filings and other documents referred to on Schedule 2 hereto, have been delivered to the Security Agent in completed and duly executed form), the security interests granted pursuant to this Agreement will constitute valid and perfected security interests in favor of the Security Agent, for the benefit of the Secured Parties, in all of the Collateral in which a security interest may be perfected by the filing of a financing statement under the UCC and the Pledged Stock in Rosemont US as such interest may be perfected by the possession of certificates representing such Pledged Stock and associated stock transfer power, as collateral security for the Secured Obligations, enforceable in accordance with the terms hereof and are prior to all other Securities on the Collateral in existence on the date hereof except for Permitted Security.

3.4. Perfection Certificate; Jurisdiction of Organization; Chief Executive Office Each U.S. Grantor has delivered to the Security Agent a Perfection Certificate signed by such Grantor. Each U.S. Grantor represents and warrants to the Secured Parties as follows: (a) such Grantor's exact legal name is that indicated on the Perfection Certificate and on the signature page hereof; (b) such U.S. Grantor is an organization of the type, and is organized in the jurisdiction, set forth in the Perfection Certificate; (c) the Perfection Certificate accurately sets forth such U.S. Grantor's organizational identification number or accurately states that such U.S. Grantor has no organizational identification number; (d) the Perfection Certificate accurately sets forth such U.S. Grantor place of business or, if such U.S. Grantor has more than one place of business, its chief executive office, as well as such U.S. Grantor's mailing address, if different; (e) all other information set forth on the Perfection Certificate pertaining to such U.S. Grantor is accurate and complete in all material respects; and (f) there has been no change in any of such information since the date on which the Perfection Certificate was signed by such U.S. Grantor. Each U.S. Grantor has furnished to the Security Agent a certified charter, certificate of incorporation, certificate of formation or other organization document and long form good standing certificate as of a date not earlier than ten (10) Business Days prior to (i) the date hereof with respect to Rosemont US, and (ii) the date upon which such U.S. Grantor (other than Rosemont US) becomes a party hereto.

3.5. Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

3.6. Investment Property.
(a) Schedule 3 hereto sets forth all the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by a Grantor. The shares of Pledged Stock pledged by such Grantor hereunder constitute all the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by such Grantor.

(b) All the shares of the Pledged Stock issued by any Subsidiary of any Grantor have been duly authorized and duly and validly issued and are fully paid and non-assessable. None of the Pledged Stock that is Capital Stock of or issued by a partnership or limited liability company is subject to any capital call or other additional capital requirements.

(c) To each Grantor's knowledge, each of the Pledged Notes issued to or held by any Grantor constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, and general equitable principles (whether considered in a proceeding in equity or at law).

(d) Such Grantor is the record and beneficial owner of, and has good and marketable title to, the Investment Property pledged by it hereunder, free and clear of, and prior to, all other Security on such Collateral except, other than in the case of Pledged Stock, for Permitted Security.

(e) Such Grantor is not and will not become a party to or otherwise bound by any agreement (except the Finance Documents), including any stockholders agreement, limited partnership agreement or limited liability company operating agreement, which restricts in any manner the rights of any present or future holder of any Pledged Stock with respect thereto, or restricts, limits or requires notice of the right of the Security Agent to foreclose upon, or exercise any voting rights or other right or remedy hereunder with respect to, any Pledged Stock. None of the Pledged Stock is subject to any option, call, warrant, purchase right, preemptive right, right of first refusal or similar contractual or other right or restriction of any Person (other than laws affecting the transfer of securities generally).

(f) There is no agreement of or among any owners of any Grantor or Issuer, nor any provision in the Organization Documents of any Grantor or Issuer, requiring any vote or consent of any holders of Capital Stock of such Grantor or Issuer, as applicable, or of any other Person, to authorize or permit the creation of a Security in favor of the Security Agent (on behalf of the Secured Parties) in the Pledged Stock or other Capital Stock of such Grantor, except as have already been obtained or are adequately provided pursuant to this Agreement.

(g) None of the Pledged Stock (i) issued by an Issuer that is not a corporation either (x) is, or is of a type, dealt in or traded on a securities exchange or a securities market or (y) is a medium for investment and by its terms provides that it is a "security" subject to Article 8 of the Uniform Commercial Code of any jurisdiction, unless certificates evidencing such Pledged Stock have been delivered to the Security Agent, (ii) is an Investment Company Security or (iii) is held in a Securities Account not subject to an Account Control Agreement. Each Grantor agrees that it shall not allow any of the Pledged Stock issued by an Issuer that is not a corporation to be subject to any provision designating such Pledged Stock as a "security" subject to Article 8 of the Uniform Commercial Code.

(h) All of the Pledged Stock either (i) is issued by a corporation, is represented by a security certificate, and constitutes a "security" subject to Article 8 of the UCC, or (ii) is issued by an Issuer that is not a corporation and either (x) is (and is identified on Schedule 3 hereto as being) "uncertificated" or (y) such Issuer's Organization Documents do not provide that such Pledged Stock is a "security" for purposes of Article 8 of the Uniform Commercial Code of any jurisdiction. All of the Pledged Stock other than the Pledged Stock referred to in sub-clause (i) of this Section 3.6(h) constitutes General Intangibles and does not constitute "securities" subject to Article 8 of the Uniform Commercial Code of any jurisdiction.

(i) Other than with respect to the Pledged Stock, such Grantor (other than Rosemont Limited) does not hold, own or have any interest in any Certificated Securities, Uncertificated Securities or Commodity Contracts.

3.7. Receivables.

(a) No amount in excess of \$500,000 payable to such U.S. Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Security Agent.

(b) The amounts represented by such U.S. Grantor to the Secured Parties from time to time as owing to such U.S. Grantor in respect of the Receivables will at such times be accurate in all material respects (but subject to discounts, write-offs, and similar adjustments made in the ordinary course of business that are permitted by the Financing Documents).

(c) [Reserved].

(d) Each Receivable is, or at the time it arises will be: (i) a bona fide, valid and legally enforceable indebtedness of the obligor thereunder in accordance with its terms, arising out of or in connection with the sale, lease or performance of goods or services by the applicable U.S. Grantor; and (ii) subject to no material offsets, discounts, counterclaims, contra accounts or any other defense of any kind and character, other than warranties and discounts customarily given by the U.S. Grantors in the ordinary course of business consistent with customary business practice and other than warranties or refunds provided by applicable law, in each case except as would not have a material adverse effect on the value of all Receivables taken as a whole.

3.8. Contracts. No amount in excess of \$500,000 payable to such U.S. Grantor under or in connection with any contract is evidenced by any Instrument or Chattel Paper which has not been delivered to the Security Agent.

3.9. Intellectual Property.

(a) Schedule 4 hereto lists all items of registered Intellectual Property and all applications for registered Intellectual Property owned by such U.S. Grantor, including for each of the foregoing items (i) the owner, (ii) the title, (iii) the jurisdiction in which the item has been registered or for which an application for registration has been filed, and (iv) as applicable, the registration number and registration date or the application number and filing date.

(b) All Intellectual Property of such U.S. Grantor described on Schedule 4 hereto is valid, subsisting, unexpired and enforceable, has not been abandoned and to such U.S. Grantor's knowledge does not infringe the intellectual property rights of any other Person.

(c) Except as set forth in Schedule 4 hereto, none of the Intellectual Property owned by a U.S. Grantor is the subject of any licensing or franchise agreement pursuant to which such U.S. Grantor is the licensor or franchisor.

(d) No holding, decision or judgment has been rendered by any governmental authority which would, in any respect, limit, cancel or question the validity of, or such U.S. Grantor's rights in, any Intellectual Property material to the conduct of any U.S. Grantor's business.

(e) No action, suit, claim, demand, order or proceeding is pending, or, to the knowledge of such U.S. Grantor, threatened, (i) seeking to limit, cancel or question the validity of any Intellectual Property material to the conduct of any U.S. Grantor's business, or such U.S. Grantor's ownership interest therein (other than office actions issued in the ordinary course of prosecution of any pending applications for patents or applications for registration of other Intellectual Property), or (ii) which, if adversely determined, is reasonably likely to have a material adverse effect on any Intellectual Property.

(f) To such U.S. Grantor's knowledge, no Person has been or is infringing, misappropriating, or diluting any Intellectual Property owned by such U.S. Grantor.

(g) Such U.S. Grantor, and to such U.S. Grantor's knowledge each other party thereto, is not in material breach or default of any IP License, and no breach or default of any IP License shall be caused by the consummation of this Agreement.

3.10. Commercial Tort Claims. No U.S. Grantor has rights in any Commercial Tort Claim for an amount in excess of \$500,000 with respect to any one claim or in excess of \$1,000,000 for all such claims, in each case except as set forth on Schedule 5 hereto. Upon the granting to the Security Agent of a

security interest in any Commercial Tort Claim pursuant to Section 2 hereof or Section 4.9 hereof, such security interest will constitute a valid and perfected Security in favor of the Security Agent, for the benefit of the Secured Parties, as Collateral for the Secured Obligations, enforceable in accordance with the terms hereof, which security interest shall be prior to all other Securities on such Collateral except for Permitted Security Inventory and Equipment; Books and Records. As of the date hereof, the Inventory and the Equipment of each U.S. Grantor (other than Inventory or Equipment in transit in the ordinary course of business) and books and records concerning the Collateral are kept at the locations listed on Schedule 6 hereto. As of the date hereof, no bill of lading, warehouse receipt or other document or instrument of title is outstanding with respect to any Collateral other than Inventory in transit in the ordinary course of business or to a customer of a U.S. Grantor Instruments and Tangible Chattel Paper. No amounts payable under or in connection with any of the Collateral are evidenced by any Intercompany Notes, Instruments or Tangible Chattel Paper other than Intercompany Notes, Instruments and Tangible Chattel Paper listed on Schedule 1 hereto. Each Intercompany Note, each Instrument and each item of Tangible Chattel Paper owned by a U.S. Grantor and required to be delivered to the Security Agent from time to time pursuant to Section 4.2 hereof has been properly endorsed, assigned and delivered to the Security Agent and, if necessary, is accompanied by an instrument of transfer or assignment duly executed in blank. COVENANTS

Each Grantor covenants and agrees with the Security Agent and the other Secured Parties that, from and after the date of this Agreement until the Termination Date:

4.1. [Reserved] Delivery of Instruments and Chattel Paper. Without limiting Section 4.5 hereof, if any amount in excess of \$500,000 in any one instance or \$1,000,000 in the aggregate for all such Collateral, payable under or in connection with any of the Collateral, shall be or become evidenced by any Instrument, Certificated Security or Chattel Paper, such Instrument, Certificated Security or Chattel Paper shall promptly, and in any event within ten (10) Business Days of such Collateral arising, being acquired or being so evidenced, be delivered to the Security Agent, together with such endorsements, notations and applicable transfer instruments with respect thereto, in each case as the Security Agent may reasonably request, duly endorsed in a manner satisfactory to the Security Agent, to be held in trust for the benefit of the Secured Parties, as Collateral under this Agreement.

4.3. Maintenance of Perfected Security Interest; Further Documentation.

(a) Such Grantor shall maintain the Security in the Collateral created by this Agreement as a perfected Security having at least the priority described in Section 3.3 hereof, and shall defend such security interest against the claims and demands of all Persons whomsoever (other than claims constituting Permitted Security), subject to the rights of such Grantor under the Financing Documents to dispose of Collateral.

(b) Such Grantor shall furnish to the Security Agent and the other Secured Parties from time to time statements and schedules further identifying and describing such Grantor's Collateral and such other reports in connection with such Grantor's Collateral as the Security Agent may reasonably request, all in reasonable detail and in form and substance satisfactory to the Security Agent.

(c) At any time and from time to time, upon the written request of the Security Agent and at the sole expense of such Grantor, such Grantor will promptly, and in any event within five (5) Business Days, duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Security Agent may request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including (i) the filing of any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby, and (ii) without limitation of Section 4.5(c) hereof, in the case of Investment Property, Deposit Accounts, Securities Entitlements, Letter-of-

Credit Rights and any other relevant Collateral, taking any other actions necessary to enable the Security Agent to obtain “control” (within the meaning of the UCC) with respect thereto.

(d) To ensure that a Security and security interest is granted on any of the Excluded Property set forth in clauses (x) and (y) of the definition of “Excluded Property”, such Grantor shall use its commercially reasonable best efforts to obtain any required consents from any Person with respect to any permit or license or any lease, contract or agreement with such Person entered into by such Grantor that requires such consent as a condition to the creation by such Grantor of a Security on any right, title or interest in such permit, license, lease, contract or agreement.

4.4. Changes in Locations, Name, etc. Such Grantor will not, except upon thirty (30) days’ prior written notice to Security Agent and delivery to Security Agent of (i) all additional financing statements and other documents reasonably requested by Security Agent as to the validity, perfection and priority of the security interests provided for herein (such financing statements and other documents to be in form and substance satisfactory to the Security Agent in its sole discretion) and (ii) if applicable, a written supplement to Schedule 6, in form and substance satisfactory to the Security Agent in its sole discretion, showing any additional location at which Inventory or Equipment shall be kept:

(a) change the location of its chief executive office or sole place of business from that referred to in Section 3.4 hereof;

(b) change its legal name, jurisdiction of organization, type of organization, organizational identification number, identity or corporate structure; or

(c) solely with respect to any U.S. Grantor, permit any Inventory or Equipment located in the United States (other than Inventory or Equipment (y) up to \$500,000 (in the aggregate for all U.S. Grantors) in fair market value at other locations, or (z) is in transit in the ordinary course of such U.S. Grantor’s business) and books and records concerning the Collateral to be kept at a location other than those listed on Schedule 6 hereto.

4.5. Investment Property.

(a) On the date hereof, if any Pledged Stock is represented by a certificate, the applicable Grantor shall deliver, within five (5) Business Days of the date hereof, to the Security Agent, for the benefit of the Secured Parties, such certificates in the exact form held by such Grantor, together with an undated stock power covering such certificate duly executed in blank by such Grantor and otherwise in form and substance reasonably satisfactory to the Security Agent.

(b) After the date hereof, if such Grantor shall become entitled to receive or shall receive any certificate in respect of any Pledged Stock (including any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization of such Pledged Stock), option or rights in respect of any Pledged Stock, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Secured Parties, hold the same in trust for the benefit of the Secured Parties and, and promptly following such receipt, deliver the same forthwith to the Security Agent in the exact form received, duly endorsed by such Grantor to the Security Agent, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor and otherwise in form and substance reasonably satisfactory to Security Agent, to be held by the Security Agent as additional Collateral under this Agreement. In case any distribution shall be made on or in respect of the Investment Property or any property shall be distributed upon or with respect to the Investment Property in a manner which is not otherwise permitted by the Facilities Agreement, the property so distributed shall be delivered to the

Security Agent within five (5) Business Days of receipt by a Grantor, to be held by the Security Agent as additional Collateral under this Agreement.

(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Investment Property issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Security Agent promptly in writing of the occurrence of any of the events described in Section 4.5(a) hereof with respect to the Investment Property issued by it, and (iii) the terms of Sections 5.3(b) and 5.7 hereof shall apply to it, *mutatis mutandis*, with respect to all actions that may be required of it pursuant to Section 5.3(b) hereof with respect to the Investment Property issued by it.

(d) On the date hereof or, if applicable, the date on which it signs, executes and delivers an Assumption Agreement, such Grantor will duly execute (and cause the relevant Issuer to duly execute) an Issuer Control Agreement in respect of each Pledged Uncertificated Security then owned by such Grantor, and shall deliver such Issuer Control Agreement to the Security Agent for counter-execution. Thereafter, whenever such Grantor acquires any other Pledged Uncertificated Security constituting Capital Stock in a Subsidiary, such Grantor will promptly, and in any event within five (5) Business Days after acquiring such Pledged Uncertificated Security, duly execute (and cause the relevant Issuer to duly execute) an Issuer Control Agreement in respect of such Pledged Uncertificated Security and deliver such Issuer Control Agreement to the Security Agent for counter-execution.

(e) Unless an Enforcement Event shall have occurred, each Grantor shall be permitted to receive dividends and other distributions in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, in each case paid in the normal course of business or otherwise as a result of the exercise of reasonable business judgment of the relevant Issuer, to the extent permitted by the Facilities Agreement, and to exercise all voting, corporate, consensual and other rights and privileges with respect to the Investment Property; provided, that no vote shall be cast or corporate or other consensual right exercised or other action taken which, (x) would cause an Event of Default to occur, and (y) that has a material adverse effect on the validity and enforceability on the Security created (or purported to be created) by this Agreement.

(f) Upon the occurrence of an Enforcement Event, if any sums of money or property so paid or distributed in respect of the Investment Property shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the Security Agent, hold such money or property in trust for the Secured Parties, segregated from other funds of such Grantor, as additional collateral security for the Secured Obligations.

(g) Without the prior written consent of the Security Agent, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any stock or other equity securities of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any stock or other equity securities of any nature of any Issuer (except as otherwise permitted by the Facilities Agreement), (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Investment Property or Proceeds thereof (except pursuant to a transaction expressly permitted by the Facilities Agreement), (iii) create, incur or permit to exist any Security or option in favor of, or any claim of any Person with respect to, any of the Investment Property or Proceeds thereof, or any interest therein, except for the security interests created by this Agreement, as otherwise permitted by the Facilities Agreement or Securities arising by operation of law or (iv) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Security Agent to sell, assign or transfer any of the Investment Property or Proceeds thereof other than agreements permitted under the Facilities Agreement.

(h) To the extent required by any Organization Document or applicable law, such Grantor hereby consents to the pledge of the Pledged Stock by each other Grantor pursuant to the terms hereof and, upon the occurrence of an Enforcement Event, to the transfer of such Pledged Stock to the Security Agent or its nominee and to the substitution of the Security Agent or its nominee as a substituted partner, member or other equity holder in any applicable partnership, limited liability company or other entity, with all the rights, powers and duties of a general partner, limited partner, member or other equity holder, as applicable, and such Grantor shall cause each relevant Issuer to promptly execute and deliver to the Security Agent an acknowledgment of this Agreement in form and substance reasonably satisfactory to the Security Agent.

4.6. Receivables.

(a) Other than in the ordinary course of business, such U.S. Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) rescind or cancel any obligations evidenced by any Receivable or otherwise release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable, or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof; provided, that none of such actions may be taken by such U.S. Grantor upon the occurrence of an Enforcement Event.

(b) Such U.S. Grantor shall keep and maintain at its own cost and expense complete records of each Receivable of such U.S. Grantor in the ordinary course of business consistent with its past practice. Upon the Security Agent's demand made at any time after the occurrence of an Enforcement Event, and at such U.S. Grantor's sole cost and expense, such U.S. Grantor shall deliver to the Security Agent or its designee all tangible evidence of any Receivables, including all documents evidencing Receivables and any books and records relating thereto (copies of which evidence and books and records may be retained by such U.S. Grantor). Upon the occurrence of an Enforcement Event, without the consent of any U.S. Grantor, the Security Agent may transfer a full and complete copy of any U.S. Grantor's books, records, credit information, reports, memoranda and all other writings relating to the Receivables to and for use by any Person that has acquired or is contemplating acquiring an interest in the Receivables or the Security Agent's security interest therein.

(c) [Reserved].

(d) Such U.S. Grantor shall cause to be collected from the obligor of each Receivable, as and when due, any and all amounts owing under or on account of such Receivable, and apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Receivable, except that such U.S. Grantor may, with respect to any Receivable, allow in the ordinary course of business (i) a refund or credit due as a result of returned or damaged or defective merchandise and (ii) such extensions of time to pay amounts due in respect of Receivables and such other modifications of payment terms or settlements in respect of Receivables as shall be commercially reasonable under the circumstances, all in accordance with such U.S. Grantor's ordinary course of business consistent with its collection practices as in effect from time to time. The costs and expenses of collection, whether incurred by such U.S. Grantor, the Security Agent or any other Secured Party, shall be paid by the Grantors (to the extent such costs and expenses are reimbursable pursuant to Clause 21 of the Facilities Agreement ("Costs and Expenses")).

(e) Such U.S. Grantor shall promptly inform the Security Agent in writing of any disputes with any obligor under any Receivable and of any claimed offset and counterclaim in respect of any Receivable that may be asserted with respect thereto involving, in each case, \$500,000 or more, where such U.S. Grantor reasonably believes that the likelihood of payment by such account debtor is materially impaired, indicating in detail the reason for the dispute, all claims relating thereto and the amount in controversy.

4.7. Intellectual Property. With respect to each item of Intellectual Property owned by a U.S. Grantor:

(a) With respect to each such Trademark, such Grantor (either itself or through licensees) will (i) continue to use each such Trademark material to its business as to maintain such Trademark in full force and effect free from any claim of abandonment for non-use, (ii) maintain the quality of products and services offered under each such Trademark, (iii) use each such Trademark with the appropriate notice of registration and all other notices and legends required by applicable laws, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of any such Trademark unless the Security Agent, for the benefit of the Secured Parties, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark material to its business may become invalidated or impaired in any way.

(b) Such Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any such Patent may become forfeited, invalidated, abandoned or dedicated to the public (other than at the end of its applicable statutory term).

(c) Such Grantor (either itself or through licensees) (i) will employ each such Copyright, and (ii) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of such Copyright may become invalidated or otherwise impaired. Such Grantor will not (either itself or through licensees) do any act whereby any such Copyright may fall into the public domain (other than at the end of its applicable statutory term).

(d) Such Grantor (either itself or through licensees) will not do any act that knowingly infringes the intellectual property rights or otherwise violates any other material rights or privileges of any other Person.

(e) Such Grantor will take all reasonable and necessary steps, including in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of such Intellectual Property material to its business, including timely filing of applications for renewal, affidavits of use and affidavits of incontestability and payment of all applicable maintenance fees.

(f) Such Grantor shall take the actions reasonably necessary to protect the confidentiality of such Intellectual Property material to its business and its rights therein, including (i) protecting the secrecy and confidentiality of its confidential information and Trade Secrets by having and enforcing a policy requiring all current employees, consultants, licensees, vendors and contractors to execute appropriate confidentiality agreements, (ii) taking actions reasonably necessary to ensure that no Trade Secret falls or has fallen into the public domain, (iii) protecting the secrecy and confidentiality of the source code of all computer software programs and applications of which it is the owner or licensee by having and enforcing a policy requiring any licensees (or sub-licensees) of such source code to enter into license agreements with appropriate use and non-disclosure restrictions, and (iv) initiating and pursuing opposition, interference and cancellation proceedings against all applicable Persons.

(g) Such Grantor shall execute and deliver to the Security Agent in form and substance reasonably acceptable to the Security Agent and suitable for filing in the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, short-form intellectual property security agreements in the form attached hereto as Annex II for all Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks

and Trademark Licenses of such Grantor (together with appropriate supporting documentation as may be reasonably requested by the Security Agent.

(h) Such Grantor will promptly, and in any event within ten (10) Business Days, notify the Security Agent in writing if such Grantor knows, or has reason to know, that any application or registration relating to any Intellectual Property that is material to such Grantor's then current business may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any adversarial proceeding with a third party in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding such Grantor's ownership of, or the validity or enforceability of, any Intellectual Property that is material to Grantor's then current business or such Grantor's right to register such Intellectual Property or to own and maintain such Intellectual Property. In the event that such Grantor knows that any Collateral consisting of a Patent, Trademark or Copyright material to its business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor shall notify the Security Agent promptly in writing thereof and shall promptly take such actions as are appropriate in its reasonable business judgment under the circumstances to protect such Collateral.

4.8. Intellectual Property Filing. Whenever such U.S. Grantor, either by itself or through any agent, employee, licensee or designee, files an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such U.S. Grantor shall notify the Security Agent in writing of such filing within ten (10) Business Days of such filing; provided, that, upon receipt from the United States Copyright Office of notice of registration of any Copyright(s), such U.S. Grantor shall promptly (but in no event later than three (3) Business Days following such receipt) notify the Security Agent in writing of such registration by delivering, or causing to be delivered to the Security Agent, documentation sufficient for the Security Agent to perfect the Security Agent's Security on such Copyright(s). Upon the request of the Security Agent, such U.S. Grantor shall execute and deliver within ten (10) Business Days of such request, in recordable form, any and all agreements, instruments, documents, and papers as the Security Agent may request to evidence the Security Agent's Security on any registered Copyright, Patent, Trademark or application therefor and the goodwill and general intangibles of such U.S. Grantor relating thereto or represented thereby.

4.9. Commercial Tort Claims. If such U.S. Grantor shall obtain an interest in any Commercial Tort Claim for an amount in excess of \$500,000 for any one such claim or in excess of \$1,000,000 in the aggregate for all such claims, such U.S. Grantor shall promptly notify the Security Agent in writing, and upon the request of the Security Agent, promptly (and in any event within ten (10) Business Days after such request) amend Schedule 5 hereto, authorizing the Security Agent to do such acts or things deemed reasonably necessary by the Security Agent to give the Security Agent a first priority perfected security interest in any such Commercial Tort Claim (subject only to Permitted Security) and such U.S. Grantor and the Security Agent acknowledge and agree that the notification of the Commercial Tort Claim and amendment of Schedule 5 hereto shall be sufficient to grant to the Security Agent a security interest in such Commercial Tort Claim. Without limiting the foregoing, such U.S. Grantor agrees that the notice described in the first sentence of this Section 4.9 shall constitute the grant to the Security Agent by such U.S. Grantor of a first priority security interest in the Commercial Tort Claim described therein (subject only to Permitted Security).

4.10. Collateral in the Possession of a Bailee. If any Collateral having a book value in excess of \$500,000 for any one bailee or in excess of \$1,000,000 in the aggregate for all bailees, is now or at any time hereafter, in the possession of a bailee, such U.S. Grantor shall promptly, but in any event within ten (10) Business Days, notify the Security Agent thereof in writing and, at the Security Agent's request and

option, such U.S. Grantor shall use commercially reasonable efforts to obtain an acknowledgement from the bailee, in form and substance reasonably satisfactory to the Security Agent, that the bailee holds such Collateral in trust for the benefit of the Security Agent and such bailee's agreement to comply, without further consent of such U.S. Grantor, at any time, with instructions of the Security Agent as to such Collateral. The Security Agent agrees with the U.S. Grantors that the Security Agent shall not give any such instructions unless an Enforcement Event has occurred.

4.11. Electronic Chattel Paper. If any U.S. Grantor, now or at any time hereafter, holds or acquires an interest in any Electronic Chattel Paper, any electronic document or any "transferable record", as that term is defined in Section 201 of the federal Electronic Signatures in Global and National Commerce Act, or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction having a value of more than \$500,000 in any one instance or more than \$1,000,000 in the aggregate for all such assets ("Material Electronic Chattel Paper"), such U.S. Grantor shall promptly (and in any event within ten (10) Business Days after obtaining any such asset) notify the Security Agent thereof in writing and, at the request and option of the Security Agent, shall promptly take such action as the Security Agent may reasonably request to vest in the Security Agent control, under Section 9-105 of the UCC or the Uniform Commercial Code of any other relevant jurisdiction, of such Material Electronic Chattel Paper, control, under Section 7-106 of the UCC or the Uniform Commercial Code of any other relevant jurisdiction, of such electronic document or control, under Section 201 of the federal Electronic Signatures in Global and National Commerce Act or, as the case may be, Section 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. The Security Agent agrees with each U.S. Grantor that the Security Agent will arrange, pursuant to procedures reasonably satisfactory to the Security Agent and so long as such procedures will not result in the Security Agent's loss of control, for such U.S. Grantor to make alterations to the Electronic Chattel Paper, electronic document or transferable record permitted under UCC Section 9-105, UCC Section 7-106, or, as the case may be, Section 201 of the federal Electronic Signatures in Global and National Commerce Act or Section 16 of the Uniform Electronic Transactions Act for a party in control to make without loss of control, unless an Enforcement Event has occurred or would occur after taking into account any action by such U.S. Grantor with respect to such Electronic Chattel Paper, electronic document or transferable record.

4.12. Letter-of-Credit Rights. If any U.S. Grantor is now or at any time hereafter a beneficiary under a letter of credit having a face amount of more than \$500,000 in any one instance or more than \$1,000,000 in the aggregate for all such letters of credit, such U.S. Grantor shall promptly, but in any event within ten (10) Business Days, notify the Security Agent thereof in writing and, at the request of the Security Agent, such U.S. Grantor shall, promptly pursuant to an agreement in form and substance reasonably satisfactory to the Security Agent, either (a) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to the Security Agent of the proceeds of the letter of credit, or (b) arrange for the Security Agent to become the transferee beneficiary of the letter of credit.

4.13. Notices of Certain Events. Such Grantor will promptly, and in any event within ten (10) Business Days, give written notice to the Security Agent, addressed to the Security Agent and the other Secured Parties, in reasonable detail, of:

(a) any Security (other than Permitted Security) on any of such Grantor's Collateral which would reasonably be expected to materially adversely affect the ability of the Security Agent to exercise any of its rights or remedies hereunder or under any of the other Transaction Security Documents; and

(b) the occurrence of any other event which would reasonably be expected to have a material adverse effect on the security interests created hereby or under any of the other Transaction Security Documents.

4.14. Insurance. Such Grantor shall maintain or cause to be maintained insurance covering physical loss or damage to the Collateral in accordance with Clause 27.24 of the Facilities Agreement (“Insurance”), and makes, designates, constitutes and appoints the Security Agent and its designees as such Grantor’s true and lawful agent and attorney-in-fact, after the occurrence of an Enforcement Event, for the purpose of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance, and making all determinations and decisions with respect thereto. In the event that the proceeds of any insurance claim are paid to such Grantor after the occurrence of an Enforcement Event, such Insurance Proceeds shall be held in trust for the benefit of the Security Agent (on behalf of the Secured Parties) and promptly after receipt thereof shall be paid to the Security Agent for application to the Obligations in accordance with Clause 19 of the Intercreditor Agreement (“Application of Proceeds”).

4.15. Federal, State or Municipal Claims.

(a) Such Grantor shall promptly notify the Security Agent in writing of any Collateral which constitutes a material claim or material contract or other material arrangement against or with the United States government or any United States state or local government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

(b) With respect to contracts or other arrangements with United States federal, state or local government entities or agencies, within forty-five (45) days (or such later date as the Security Agent may otherwise agree) of the earlier of (x) such Grantor or any of its Subsidiaries entering into a contract or other arrangement with a federal, state, or local government entity or agency that constitutes a material contract or other arrangement and (y) the effective date of such contract or arrangement described in the foregoing clause (x), deliver to the Security Agent, in form and substance reasonably acceptable to the Security Agent, all documentation necessary to comply with federal assignment of claims laws with respect to any such contract or arrangement; provided that Security Agent shall not deliver such notification to the applicable governmental authority for purposes of complying with the federal assignment of claims laws until after the occurrence of an Enforcement Event.

Notwithstanding the foregoing, no Grantor shall be required to comply with the foregoing clauses (a) and (b) unless Receivables owing by such United States governmental authorities exceed \$5,000,000 in the aggregate at any time outstanding.

4.16. [Reserved].

4.17. Further Assurances; Pledge of Instruments. At the sole expense of such Grantor, such Grantor shall promptly duly execute and deliver any and all such further instruments and documents and take such further action as the Security Agent may reasonably request to obtain the full benefits of this Agreement and of the rights and powers granted herein, which shall in any case include, but shall not be limited to: (a) using commercially reasonable efforts if requested by the Security Agent to secure all consents and approvals necessary or appropriate for the grant of a security interest to the Security Agent in any lease, license, contract or agreement held by such Grantor or in which such Grantor has any right or interest (or with respect to which such Grantor has any right or interest in the assets subject to such lease, license, contract or agreement) not heretofore assigned; (b) authorizing the filing of and delivering and causing to be filed any financing or continuation statements under the UCC with respect to the security interests granted hereby; (c) filing or reasonably cooperating with the Security Agent in filing any forms or other documents required to be recorded with the United States Patent and Trademark Office or the United States Copyright Office (in each case including short-form intellectual property security agreements in the form attached hereto as Annex II for all Copyrights, Copyright Licenses, Patents, Patent Licenses,

Trademarks and Trademark Licenses of such Grantor), or if reasonably requested by the Security Agent, any actions, filings, recordings or registrations in any foreign jurisdiction or under any international treaty, required to secure or protect the Security Agent's interest in such Grantor's Collateral; (d) at the Security Agent's reasonable request, transferring such Grantor's Collateral to the Security Agent's possession (if a security interest in such Collateral can be perfected by possession); (e) upon the Security Agent's reasonable request, executing and delivering or causing to be delivered written notice to insurers of the Security Agent's security interest in, or claim in or under, any policy of insurance (including unearned premiums), (f) to otherwise perfect the Security created or intended to be created in respect of the Collateral (which may include the execution by such Grantor of a mortgage, charge, assignment or other Security over all or any the assets constituting, or intended to constitute, Collateral) or for the exercise of any of the rights, powers and remedies of the Security Agent or the Secured parties provided by or pursuant to this Agreement or by law, and (g) to confer on the Security Agent (or the Secured Parties) a Security over any property, asset or undertaking of such Grantor located in any jurisdiction outside of the United States equivalent or similar to the Security intended to be conferred by or pursuant to this Agreement. Such Grantor also hereby authorizes the Security Agent to file any such financing or continuation statement without the signature of such Grantor.

SECTION 5. REMEDIAL PROVISIONS

5.1. Certain Matters Relating to Receivables.

(a) [Reserved].

(b) If requested by the Security Agent at any time after the occurrence of an Enforcement Event, any payments of Receivables, when collected by any U.S. Grantor, (i) shall forthwith (and, in any event, within five (5) Business Days) be deposited by such U.S. Grantor in the form received, duly endorsed by such U.S. Grantor to the Security Agent if requested, in a Collateral Account maintained under the sole dominion and control of the Security Agent, subject to withdrawal by the Security Agent for the account of the Secured Parties as provided in Sections 5.4 and 5.5 hereof, and (ii) until so turned over, shall be held by such U.S. Grantor in trust for the benefit of the Secured Parties, segregated from other funds of such U.S. Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) At the Security Agent's request at any time after the occurrence of an Enforcement Event, each U.S. Grantor shall promptly deliver to the Security Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including all original orders, invoices and shipping receipts.

5.2. Communications with Obligors; U.S. Grantors Remain Liable.

(a) At any time after the occurrence of an Enforcement Event, the Security Agent in its own name or in the name of others may at any time communicate with obligors under the Receivables and parties to any contract that constitutes Collateral to verify with them to the Security Agent's reasonable satisfaction the existence, amount and terms of any Receivables.

(b) At any time after the occurrence of an Enforcement Event, upon the request of the Security Agent, each U.S. Grantor shall promptly notify obligors on the Receivables and parties to any contract that constitutes Collateral that the Receivables and such contracts have been assigned to the Security Agent for the benefit of the Secured Parties and that payments in respect thereof shall be made directly to the Security Agent.

(c) Anything herein to the contrary notwithstanding, each U.S. Grantor shall remain liable under each of the Receivables and each contract that constitutes Collateral to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. No Secured Party shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) or any contract that constitutes Collateral by reason of or arising out of this Agreement or the receipt by any Secured Party of any payment relating thereto, nor shall any Secured Party be obligated in any manner to perform any of the obligations of any U.S. Grantor under or pursuant to any Receivable (or any agreement giving rise thereto) or any contract that constitutes Collateral, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times. From and after the occurrence of an Enforcement Event and upon notice thereof by the Security Agent to the U.S. Grantors, the Security Agent shall have the sole and exclusive authority to enforce all contracts that constitute Collateral and no U.S. Grantor shall take any action under any such contract, including amending, waiving, extending, terminating or cancelling any such contract, or taking any action in furtherance thereof, without the prior written consent of the Security Agent in each instance.

(d) At any time after the occurrence of an Enforcement Event, the Security Agent may, in its commercially reasonable discretion, in its name or in the name of any U.S. Grantor, or otherwise: (i) demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for, or make any compromise or settlement deemed necessary with respect to any of the Collateral, but shall be under no obligation to do so; or (ii) extend the time of payment, arrange for payment in installments, or otherwise modify the term of, or release, any of the Collateral, without thereby incurring responsibility to, or discharging or otherwise affecting any liability of, any U.S. Grantor, other than to discharge a U.S. Grantor in so doing with respect to liabilities of such U.S. Grantor to the extent that the liabilities are paid or repaid. At any time after the occurrence of an Enforcement Event, any Collateral or other money, checks, notes, bills, drafts, or commercial paper received by any U.S. Grantor shall be held in trust for the Secured Parties and shall be promptly (in any event within two (2) Business Days) turned over to the Security Agent on behalf of the Secured Parties. The Security Agent may make such payments and take such actions as the Security Agent, in its sole discretion, deems necessary to protect its Security and security interests in the Collateral or the value thereof, and the Security Agent is hereby unconditionally and irrevocably authorized (without limiting the general nature of the authority hereinabove conferred) to pay, purchase, contest or compromise any Security which in the judgment of the Security Agent appear to be equal to, prior to or superior to its Security and security interests in the Collateral and any Security not created by this Agreement.

5.3. Pledged Stock.

(a) Upon the occurrence of an Enforcement Event and upon simultaneous written notice of the Security Agent to such Grantor of its intent to exercise its rights relevant to such Pledged Stock, in addition to all other rights and remedies available to the Security Agent under any other agreement, at law, in equity, or otherwise, and in all cases without any requirement that any notice be delivered to any Person: (i) the Security Agent shall have the sole and exclusive right to receive any and all dividends, payments or other Proceeds paid in respect of the Pledged Stock and other Investment Property and make application thereof to the Secured Obligations in the manner set forth in Clause 18 of the Intercreditor Agreement (“Application of Proceeds”), (ii) the Security Agent shall have the sole and exclusive right (but shall be under no obligation) to register any or all of the Pledged Stock and other Investment Property in the name of the Security Agent or its nominee, (iii) all rights of each Grantor to exercise or refrain from exercising the voting, corporate, consensual, contractual, and other rights and privileges pertaining to the Pledged Stock and other Investment Property to which such Grantor would otherwise be entitled shall automatically cease and become vested in the Security Agent, and (iv) the

Security Agent or its nominee shall have (except to the extent, if any, specifically waived in each instance by the Security Agent in writing in its sole discretion) the sole and exclusive right to exercise or refrain from exercising, but under no circumstances is the Security Agent obligated by the terms of this Agreement or otherwise to exercise, (x) all voting, corporate, consensual, contractual and other rights and privileges pertaining to the Pledged Stock and other Investment Property, whether at any meeting of shareholders of the relevant Issuer or Issuers, by written consent in lieu of a meeting or otherwise, and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to the Pledged Stock and other Investment Property as if it were the absolute owner thereof (including the right to exchange, at its discretion, any and all of the Pledged Stock or other Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any Issuer, or upon the exercise by any Grantor or the Security Agent of any right, privilege or option pertaining to the Pledged Stock or other Investment Property, and in connection therewith, the right to deposit and deliver any and all of the Pledged Stock or other Investment Property with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Security Agent may determine in its sole discretion), all without liability except to account for property actually received by the Security Agent, but the Security Agent shall have no duty to any Grantor or any other Person to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing. Each Grantor hereby appoints the Security Agent as such Grantor's true and lawful attorney-in-fact, with full power of substitution, and grants to the Security Agent this **IRREVOCABLE PROXY**, to vote all or any part of the Pledged Stock and other Investment Property from time to time following the occurrence of an Enforcement Event, in each case in any manner the Security Agent deems advisable in its sole discretion for or against any or all matters submitted, or which may be submitted, to a vote of shareholders (including holders of any Capital Stock of any Issuer), partners or members, as the case may be, and to exercise all other rights, powers, privileges and remedies to which any such shareholders (including holders of any Capital Stock of any Issuer), partners or members would be entitled (including, without limitation, giving or withholding written consents of holders of Capital Stock of any Issuer, calling special meetings of the holders of the Capital Stock of any Issuer and voting at such meetings). The power-of-attorney and irrevocable proxy granted hereby are effective automatically upon the occurrence of an Enforcement Event without the necessity that any action (including, without limitation, that any transfer of any of the Pledged Stock or other Investment Property be recorded on the books and records of the relevant Issuer or that any of the Pledged Stock or other Investment Property be registered in the name of the Security Agent or otherwise) be taken by any Person (including the Issuer of the relevant Pledged Stock or other Investment Property or any officer or agent thereof), are coupled with an interest and shall be irrevocable, shall survive the bankruptcy, dissolution or winding up of each relevant Grantor, and shall terminate only on the Termination Date.

(b) Each Grantor hereby authorizes and instructs each Issuer of any Pledged Stock or any other Investment Property pledged by such Grantor hereunder to comply with any instruction received by such Issuer from the Security Agent in writing that states that an Enforcement Event has occurred, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying and shall have no duty or right to inquire as to the Security Agent's authority to give such instruction, including the payment of any dividends or other payments with respect to any Pledged Stock or other Investment Property directly to the Security Agent. Each party hereto that is an Issuer acknowledges the rights, remedies and privileges of the Security Agent set forth in Section 5.3(a) above and agrees to abide and comply with any action taken by the Security Agent thereunder or pursuant thereto.

(c) Upon the occurrence of an Enforcement Event, in furtherance of, and without in any way limiting, any of the foregoing, promptly (and in any event within two (2) Business Days) following a request from the Security Agent, each Grantor shall execute and deliver (or cause to be executed and delivered) to the Security Agent any and all such further proxies, dividend payment orders and other

instruments as the Security Agent may from time to time reasonably request to facilitate the exercise of, or otherwise in connection with, any of the rights or remedies granted to the Security Agent in or pursuant to Section 5.3(a) hereof.

(d) Each Grantor covenants and agrees that on the date that is thirty (30) days prior to the date of expiration (by operation of applicable law or the terms of the Organization Documents of such Grantor) of the irrevocable proxy granted pursuant to this Section 5.3, such Grantor shall automatically be deemed to grant the Security Agent a new irrevocable proxy, on the same terms as those previously granted pursuant to this Section 5.3. Upon the reasonable written request of the Security Agent, such Grantor agrees to deliver to the Security Agent, on behalf of the Security Agent and the other Secured Parties, such further evidence of such irrevocable proxy or such further irrevocable proxies to enable the Secured Party to vote the Pledged Stock after the occurrence of an Enforcement Event.

5.4. Proceeds To Be Turned Over to Security Agent. In addition to the rights of the Secured Parties specified in Section 5.1 hereof with respect to payments of Receivables, if an Enforcement Event shall have occurred and the Security Agent shall so notify the relevant Grantor, all Collections thereon shall be held by such Grantor in trust for benefit of the Secured Parties, segregated from other funds of such Grantor, and shall, forthwith (and in any event within five (5) Business Days) upon receipt by such Grantor, be turned over to the Security Agent in the form received by such Grantor (duly endorsed by such Grantor to the Security Agent, if so requested by the Security Agent). All Proceeds received by the Security Agent hereunder shall be held by the Security Agent in a Collateral Account maintained under the sole dominion and control of the Security Agent. All Proceeds, while held by the Security Agent in a Collateral Account (or by such Grantor in trust for the benefit of the Secured Parties), shall continue to be held as Collateral under this Agreement and shall not constitute payment thereof until applied as provided in Section 5.5 hereof.

5.5. Application of Proceeds. If an Enforcement Event shall have occurred, at the Security Agent's election, the Security Agent may, at any such time, apply all or any part of the Proceeds of Collateral, whether or not held in any Collateral Account, in payment of the Secured Obligations in the manner set forth in Clause 19 of the Intercreditor Agreement ("Application of Proceeds").

5.6. UCC and Other Remedies. If an Enforcement Event shall have occurred, the Security Agent, on behalf of the Secured Parties, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to any of the Secured Obligations, all rights and remedies of a secured party under the UCC or any other applicable law. Without limiting the generality of the foregoing, the Security Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of any Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem advisable, for cash or on credit, or for future delivery, without assumption of any credit risk. Any Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the Security Agent's request, to assemble the Collateral, or any part thereof, and make it available to the Security Agent at places that the Security Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Security Agent shall apply the proceeds of any action taken by it pursuant to this Section 5.6, after deducting all reasonable costs and

expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Parties hereunder, including reasonable and documented outside attorneys' fees and disbursements (to the extent such fees and expenses are reimbursable pursuant to Clause 22 of the Facilities Agreement ("Costs and Expenses")), to the payment in whole or in part of the Secured Obligations in accordance with Section 5.5 hereof, and only after such application and after the payment by the Security Agent of any other amount required by any provision of law, including Section 9-615(a)(3) of the UCC, need the Security Agent account for the surplus, if any, to any Grantor. Each Grantor hereby acknowledges that the Secured Obligations arose out of a commercial transaction, and agrees that, if an Enforcement Event shall have occurred, the Security Agent shall have the right to an immediate writ of possession without notice of a hearing. The Security Agent shall have the right to the appointment of a receiver for the properties and assets of each Grantor, and each Grantor hereby consents to such rights and such appointment and hereby waives any objection such Grantor may have thereto or the right to have a bond or other security posted by Security Agent. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against any Secured Party arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition.

5.7. Sales of Pledged Stock.

(a) Each Grantor recognizes that the Security Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and the Security Agent may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that selling Collateral in a private sale as opposed to a public sale shall not be deemed to make such sale other than in a commercially reasonable manner. The Security Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(b) Each Grantor agrees to promptly do or cause to be done all such other acts as may be necessary or advisable to make such sale or sales of all or any portion of the Pledged Stock pursuant to this Section 5.7 valid and binding and in compliance with any and all applicable laws.

5.8. IP Licenses. For the purpose of enabling the Security Agent to exercise rights and remedies (including in order to take possession of, collect, receive, assemble, process, appropriate, remove, realize upon, sell, assign, convey, transfer or grant options to purchase any Collateral) in respect of the Intellectual Property of the U.S. Grantors following the occurrence of an Enforcement Event, each U.S. Grantor hereby grants to the Security Agent, for the benefit of the Secured Parties, an irrevocable, non-exclusive, worldwide license to use all Intellectual Property of such U.S. Grantor in connection therewith (exercisable without payment of royalty or other compensation to such U.S. Grantor), subject, in the case of registered Trademarks, to the Security Agent maintaining, or causing to be maintained, the quality of the respective goods and services associated with the use of the registered Trademarks at substantially the same level maintained by the U.S. Grantor immediately prior to the relevant Enforcement Event, including in such license the right to sublicense, use and practice any Intellectual Property now owned or hereafter acquired by such U.S. Grantor and access to all media in which any of the licensed items may be recorded or stored and to all software and programs used for the compilation or printout thereof.

5.9. Waiver; Deficiency. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral or any portion thereof are insufficient to pay the Secured Obligations and the fees and disbursements of any attorneys employed by any Secured Party to collect such deficiency.

SECTION 6. THE SECURITY AGENT

6.1. Security Agent's Appointment as Attorney-in-Fact, etc.(a) Each Grantor hereby irrevocably appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all action deemed appropriate by the Security Agent, and to execute any and all documents and instruments that may be necessary to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Security Agent the power and right, on behalf of such Grantor, without notice to or further assent by such Grantor, to do any or all of the following in accordance with this Agreement and the Facilities Agreement, in each case at the Security Agent's sole option:

(i) in the name of such Grantor or its own name, or otherwise, receive, take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or any contract that constitutes Collateral or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Security Agent for the purpose of collecting any and all such moneys due under any Receivable, any contract that constitutes Collateral or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Security Agent may reasonably request to evidence the Secured Parties' security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Security levied or placed on or threatened against any of the Collateral, effect any repairs to any of the Collateral and obtain any insurance called for by the terms of this Agreement, the Facilities Agreement or any other Finance Document and pay all or any part of the premiums therefor and the costs thereof, which amounts shall constitute Secured Obligations;

(iv) execute, in connection with any sale provided for in Sections 5.6 or 5.7 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral, or any part thereof;

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Security Agent or as the Security Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) cause any mail to be transferred to the Security Agent's own offices and to receive and open all mail addressed to such Grantor for the purposes of removing any items referred to in clause (i) above; (5) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (6) defend any suit, action or proceeding brought against such

Grantor with respect to any Collateral; (7) settle, compromise, compound, adjust or defend any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Security Agent may deem appropriate; (8) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Security Agent shall in its sole discretion determine; (9) perform any obligations of any Grantor under any contract that constitutes Collateral; and (10) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Security Agent were the absolute owner thereof for all purposes, and do, at the Security Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Security Agent deems necessary to protect, preserve or realize upon the Collateral and the Secured Parties' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do;

(vi) take all actions and execute all documents in respect of contracts that constitute Collateral and Pledged Stock contemplated by Sections 5.2 and 5.3 hereof; and

(vii) execute and deliver any and all agreements, documents and other instruments required to be executed and delivered by a Grantor pursuant to the terms hereof or the terms of the Facilities Agreement or any other Finance Document.

Anything in this Section 6.1(a) to the contrary notwithstanding, the Security Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 6.1(a) unless an Enforcement Event shall have occurred.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein or in any other Finance Document, the Security Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement (provided that, an Enforcement Event shall have occurred or upon five (5) Business Days' notice to the applicable Grantor (with a copy to the Parent) that such Grantor has failed to comply with any undertaking or obligation referenced in this Section 6.1(a)).

(c) Each Grantor agrees to pay on demand in cash all costs and expenses of the Security Agent incurred in connection with all actions undertaken pursuant to this Section 6.1 to the extent reimbursable pursuant to Clause 21 of the Facilities Agreement ("Costs and Expenses"), together with interest thereon accrued at a rate per annum equal to the highest interest rate applicable to Loans under the Facilities Agreement (including any default interest applicable pursuant to Clause 13.3 of the Facilities Agreement), from the date of payment by the Security Agent to the date reimbursed by the relevant Grantor.

(d) Each Grantor hereby ratifies all actions taken by the Security Agent and its officers and agents pursuant to this Section 6.1. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until the Termination Date.

6.2. Duty of Security Agent. The Security Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with the Collateral in the same manner as the Security Agent deals with similar property for its own account. No Secured Party or any of their respective officers, directors, employees or agents shall (i) be liable for failure to demand, collect or realize upon any of the Collateral, or for any delay in doing so, or (ii) be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person, or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Security Agent and the other Secured Parties hereunder are solely to protect the interests of the Security Agent and the other Secured Parties in the Collateral and shall

not impose any duty upon the Security Agent or any other Secured Party to exercise any such powers. Each of the Security Agent and the other Secured Parties shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and none of the Security Agent, any other Secured Party or any of their respective officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except in the case of such Person's own gross negligence or willful misconduct as finally determined in a non-appealable order of a court of competent jurisdiction.

6.3. Financing Statements. Each Grantor authorizes the Security Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral, without the signature of such Grantor, in such form (if no signature is required) and in such offices as the Security Agent determines appropriate to perfect the security interests of the Security Agent under this Agreement. Each Grantor authorizes the Security Agent to use the collateral description "all personal property", "all assets" or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or the Uniform Commercial Code of any other applicable state, in any such financing statements.

6.4. Authority of Security Agent. Each Grantor acknowledges that the rights and responsibilities of the Security Agent under this Agreement with respect to any action taken by the Security Agent or the exercise or non-exercise by the Security Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Secured Parties, be governed by the Facilities Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Security Agent and the Grantors, the Security Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION 7. MISCELLANEOUS

7.1. Amendments and Waivers. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Clause 41 of the Facilities Agreement ("Amendments and Waivers").

7.2. Notices. All notices, requests, demands and other communications to or upon the Security Agent or any Grantor hereunder shall be (i) in writing, (ii) delivered and deemed received in accordance with the procedures set forth in Clause 37 of the Facilities Agreement ("Notices"), and (iii) addressed to the parties at the address or email address as provided in accordance with Clause 37.2 of the Facilities Agreement.

7.3. No Waiver by Course of Conduct; Cumulative Remedies. No Secured Party shall by any act (except by a written instrument pursuant to Section 7.1 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or Enforcement Event. No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which such Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

7.4. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Security Agent and the other Secured Parties and their successors and assigns; provided, that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Security Agent.

7.5. Set-Off. Each Grantor hereby irrevocably authorizes the Agents and each other Secured Party at any time and from time to time after the occurrence of an Enforcement Event, upon any amount becoming due and payable by such Grantor hereunder or under any other Finance Document (whether at the stated maturity, by acceleration or otherwise), to set off, appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Secured Party to or for the credit or the account of such Grantor, or any part thereof in such amounts as such Agent or such Secured Party may elect, against and on account of the obligations and liabilities of such Grantor to such Agent or such Secured Party hereunder and claims of every nature and description of such Agent or such Secured Party against such Grantor, in any currency, whether arising hereunder, under the Facilities Agreement, any other Finance Document or otherwise, as such Agent or such Secured Party may elect, whether or not any Secured Party has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. Each Secured Party, or the Security Agent on such Secured Party's behalf, shall notify such Grantor promptly of any such set-off and the application made by such Secured Party of the proceeds thereof; provided, that the failure to give such notice shall not affect the validity of such set-off and application. The rights of each Secured Party under this Section 7.5 are in addition to other rights and remedies (including other rights of set-off) that such Secured Party may have.

7.6. Counterparts. Any number of counterparts of this Agreement, including facsimiles and other electronic copies, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement. This Agreement may be transmitted and signed and delivered by facsimile or other electronic means. The effectiveness of any such documents and signatures shall have the same force and effect as manually signed originals and shall be binding on all parties.

7.7. Severability. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement. Should any part of this Agreement be held invalid or unenforceable in any jurisdiction, the invalid or unenforceable portion or portions shall be removed (and no more) only in that jurisdiction, and the remainder shall be enforced as fully as possible (removing the minimum amount possible) in that jurisdiction. In lieu of such invalid or unenforceable provision, the parties hereto will negotiate in good faith to add as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

7.8. Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

7.9. Integration. This Agreement and the other Finance Documents contain the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, agreements and understandings with respect thereto, both written and oral. This Agreement may not be contradicted or supplemented by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten or oral agreements between the parties. When this Agreement or any other Finance Document refers to a party's "sole discretion", such phrase means that party's sole and absolute discretion as to process and result, which shall be final for all purposes hereunder,

to be exercised (to the fullest extent the law permits) as arbitrarily and capriciously as that party may wish, for any reason, subject to no standard of reasonableness or review and part of no claim before any court, arbitrator or other tribunal or forum or otherwise.

7.10. GOVERNING LAW. THIS AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

7.11. WAIVER. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, ALL RIGHTS OF RESCISSION, SETOFF, COUNTERCLAIMS, AND OTHER DEFENSES IN CONNECTION WITH THE REPAYMENT OF THE SECURED OBLIGATIONS.

7.12. Acknowledgements. Each party hereto hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Finance Documents to which it is a party, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation hereof or thereof;

(b) no Secured Party has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Finance Documents, and the relationship between the Grantors, on the one hand, and the Secured Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Finance Documents or otherwise exists by virtue of the transactions contemplated hereby among the Secured Parties or among the Grantors and the Secured Parties.

7.13. Additional Grantors. Each Subsidiary of any Obligor that is required to become a party to this Agreement pursuant to the Facilities Agreement shall become (a) a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement and (b) a Guarantor for all purposes of the Facilities Agreement and any other Finance Document and the delivery by such Subsidiary of any security documents required by Part II of Schedule 2 to the Facilities Agreement.

7.14. [Reserved]. [Reserved]. [Reserved]. WAIVER OF JURY TRIAL; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE COURT OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN THE BOROUGH OF MANHATTAN IN THE STATE OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE AGENTS AND LENDERS MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THE LOANS, THIS AGREEMENT OR ANY OTHER FINANCE DOCUMENT AGAINST THE GRANTORS OR THEIR PROPERTIES BY WAY OF ARBITRATION OR IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY STATE OR FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN IN THE STATE OF NEW YORK. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY TO THIS AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER AND AT THE ADDRESSES PROVIDED FOR NOTICES IN SECTION 7.2 BY MAIL. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

(e) No provision of, nor the exercise of any rights under, this Section 7.17 shall limit the right of any Agent or any other Secured Party to (i) foreclose against any real or personal property collateral through judicial foreclosure, by the exercise of a power of sale under a deed of trust, mortgage or other security agreement or instrument, pursuant to applicable provisions of the UCC, or otherwise pursuant to applicable law, (ii) exercise self-help remedies including but not limited to set-off and repossession, or (iii) request and obtain from a court having jurisdiction before, during or after the pendency of any arbitration provisional or ancillary remedies and relief including but not limited to injunctive or mandatory relief or the appointment of a receiver. The institution and maintenance of an action or judicial proceeding for, or pursuit of, provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of any rights of an Agent or any other Secured Party to submit any dispute to arbitration if an Agent or another Secured Party would otherwise have such right.

7.18. Marshaling. Neither the Security Agent nor any other Secured Party shall be required to marshal any present or future collateral security (including but not limited to the Collateral) or other assets for or against, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security, other assets or other assurances of payment in any particular order, and all of the rights and remedies of the Secured Parties hereunder and of the Secured Parties in respect of such collateral

security, other assets and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising.

7.19. Conflict of Terms.

(a) To the extent that there is any conflict and/or contradiction and/or inconsistency between the terms of this Agreement and the terms of the Facilities Agreement and Intercreditor Agreement, the terms of the Facilities Agreement and the Intercreditor Agreement shall prevail and in such circumstances only compliance with the terms of the Facilities Agreement and Intercreditor Agreement shall be deemed to be compliance in full with the conflicting and/or contradictory and/or inconsistent terms of this Agreement.

(b) To the extent that there is any conflict and/or contradiction and/or inconsistency between the terms of the Facilities Agreement and the terms of the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail and in such circumstances only, for the purposes of this Agreement, compliance with the terms of the Intercreditor Agreement shall be deemed to be compliance in full with the conflicting and/or contradictory and/or inconsistent terms of the Facilities Agreement and this Agreement.

7.20. Reinstatement.

Each Grantor agrees that its grant of Security in the Collateral hereunder shall continue to be effective or be reinstated, as the case may be, if at any time all or part of any payment of any Secured Obligation is rescinded or must otherwise be returned by any Secured Party or any other Person upon the insolvency, bankruptcy, reorganization, liquidation of the Borrowers or any other Obligor or otherwise.

7.21. Intercreditor Agreement.


This Agreement is subject to the terms of the Intercreditor Agreement.

[signatures begin on next page]

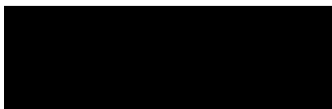
IN WITNESS WHEREOF, each of the parties hereto has duly executed and delivered this Agreement as of the date first above written.

GRANTORS:

ROSEMONT PHARMACEUTICALS LIMITED

By 
Name: Tim Busby
Title: Director

ROSEMONT PHARMACEUTICALS, INC.

By 
Name: Tim Busby
Title: Secretary

SECURITY AGENT:

GLAS TRUST CORPORATION LIMITED, as Security Agent

By 

Name: Mark Jackson

Title: Senior Transaction Manager

SCHEDULE 1

INVESTMENT PROPERTY

Pledged Stock:

Name of Grantor	Name of Pledged Company	Number of Shares/Units	Class of Interests	Percentage of Class Owned	Percentage of Class Pledged	Certificate Nos.
Rosemont Pharmaceuticals Limited	Rosemont Pharmaceuticals, Inc.	1,000	Common	100%	100%	1

Pledged Notes: None.

SCHEDULE 2

FILINGS AND OTHER ACTIONS

Grantor	Filing Requirement or Other Action	Filing Office
Rosemont Pharmaceuticals, Inc.	UCC-1	Delaware Secretary of State

Actions with respect to Pledged Stock: Possession of original stock certificate no. 1 of Rosemont Pharmaceuticals, Inc. issued to Rosemont Pharmaceuticals Limited.

SCHEDULE 3

CAPITAL STOCK

Name of Grantor	Name of Pledged Company	Number of Shares/Units	Class of Interests	Percentage of Class Owned	Percentage of Class Pledged	Certificate Nos.
Rosemont Pharmaceuticals Limited	Rosemont Pharmaceuticals, Inc.	1,000	Common	100%	100%	1

INTELLECTUAL PROPERTY

- I. Copyrights and Copyright Licenses: None.
- II. Patents and Patent Licenses: None.
- III. Trademarks and Trademark Licenses: None.

SCHEDULE 5

COMMERCIAL TORT CLAIMS

None.

SCHEDULE 6

INVENTORY AND EQUIPMENT; BOOKS AND RECORDS

Rosemont House, Braithwaite Street, Leeds, England LS11 9XE

233 Mt. Airy Road, Suite 100, Basking Ridge, New Jersey 07920

FORM OF JOINDER AND ASSUMPTION AGREEMENT

JOINDER AND ASSUMPTION AGREEMENT (this “Assumption Agreement”) dated as of _____, 20____ made by _____, a _____ (the “Additional Grantor”), in favor of GLAS Trust Corporation Limited, a company incorporated in England and Wales with company number 07927175, as Security Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Security Agent”). All uppercase terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement (as defined below).

Introductory Statements

WHEREAS, pursuant to the Facilities Agreement, dated as of June 19, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Facilities Agreement”), among PRIMROSE MIDCO 2 LIMITED, a limited liability company incorporated in England and Wales with registered number 12582435 (the “Parent”), PRIMROSE BIDCO LIMITED, a limited liability company incorporated in England and Wales with registered number 12583166 (the “Company”), the Borrowers from time to time party thereto (the “Borrowers”), the Guarantors from time to time party thereto (the “Guarantors”), the Lenders from time to time party thereto, Global Loan Agency Services Limited as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Facilities Agreement Agent”), and the Security Agent (the Security Agent together with the Facilities Agreement Agent, each an “Agent” and collectively the “Agents”), the Lenders have severally agreed to make Loans to the Borrowers upon and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Facilities Agreement, the Obligors (other than the Additional Grantor) and the Security Agent (for the benefit of the Secured Parties) have entered into the Pledge and Security Agreement dated as of January 25, 2023 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Pledge and Security Agreement”); and

WHEREAS, the Facilities Agreement requires that the Additional Grantor become a party to the Pledge and Security Agreement; and

WHEREAS, the Additional Grantor is a Subsidiary of the Parent and derives substantial economic and other benefit from the Loans and other financial accommodations under the Facilities Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and intending to be legally bound, the Additional Grantor hereby agrees as follows:

1. Pledge and Security Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 7.13 of the Pledge and Security Agreement (“Additional Grantors”), hereby (a) becomes a party to the Pledge and Security Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and (b) agrees that all references in the Pledge and Security Agreement to the term “Grantor” shall be deemed to include the Additional Grantor.

Without limiting the generality of the foregoing, the Additional Grantor hereby (a) [reserved], (b) pledges, collaterally assigns and transfers to the Security Agent for the benefit of the Secured Parties, and hereby grants to the Security Agent for the benefit of the Secured Parties, a Security on and a security interest in all of its right, title and interest in and to all of the following personal property and other assets, wherever located, whether now owned or at any time hereafter acquired by the Additional Grantor therein or in which the Additional Grantor now has or at any time in the future may acquire any right, title or interest (other than any Excluded Property): such Additional Grantor's Accounts, Chattel Paper, Deposit Accounts, Documents, Equipment, General Intangibles, Instruments, Intellectual Property, Inventory, Investment Property, Letter-of-Credit Rights, Supporting Obligations, insurance policies of any kind, Goods and other property not otherwise described above, books and records pertaining to the Collateral, Commercial Tort Claims, and to the extent not otherwise included, all Proceeds, Payment Intangibles, Supporting Obligations and products of any and all of the foregoing, all collateral security and guaranties given by any Person with respect to any of the foregoing and all other the Collateral described in clauses (a) through (t) of Section 2.1 of the Pledge and Security Agreement, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Secured Obligations, (c) expressly assumes and affirms all covenants, obligations and liabilities of a Grantor under the Pledge and Security Agreement, and (d) makes all representations and warranties included in the Pledge and Security Agreement. The information set forth in Annex 1-A hereto is hereby added to the information set forth in Schedule[s] __, __, and __ to the Pledge and Security Agreement. The Additional Grantor hereby represents and warrants that, with respect to the Additional Grantor, each of the representations and warranties contained in Section 3 of the Pledge and Security Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. GOVERNING LAW. THIS ASSUMPTION AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

3. WAIVER OF JURY TRIAL; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS ASSUMPTION AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS ASSUMPTION AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 7.17 OF THE PLEDGE AND SECURITY AGREEMENT ("WAIVER OF JURY TRIAL; JURISDICTION; VENUE; SERVICE OF PROCESS") ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.4. Miscellaneous. The terms and provisions of Sections 7.1, 7.2, 7.4, 7.6, 7.7, 7.8, 7.9, and 7.12 of the Pledge and Security Agreement ("Amendments and Waivers"; "Notices"; "Successors and Assigns"; "Counterparts"; "Severability"; "Section Headings"; "Integration"; and "Acknowledgements", respectively) are hereby incorporated herein by reference, and shall apply to this Assumption Agreement *mutatis mutandis* as if fully set forth herein. This Assumption Agreement shall constitute a "Finance Document" for all purposes of the Facilities Agreement and the other Finance Documents. No reference to this Agreement need be made in the Pledge and Security Agreement or in any other document or instrument referring to the Pledge and Security Agreement, and each reference to the

Pledge and Security Agreement in the Pledge and Security Agreement or in any other document or instrument referring to the Pledge and Security Agreement shall be deemed to be a reference to the Pledge and Security Agreement as supplemented hereby. The Additional Grantor agrees to execute and deliver such further instruments and documents and do such further acts and things as the Security Agent may reasonably deem necessary or proper to carry out or further evidence the purposes of this Agreement.

5. No Novation or Release. Nothing in this Assumption Agreement shall be construed to release any other Grantor at any time party to the Pledge and Security Agreement from its obligations and liabilities thereunder or otherwise affect any other Grantor's obligations or liabilities under any Finance Document.

[signatures begin on next page]

IN WITNESS WHEREOF, the undersigned has caused this Joinder and Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By _____

Name:

Title:

ACKNOWLEDGED:

GLAS TRUST CORPORATION LIMITED,
as Security Agent

By _____

Name:

Title:

[Insert Information to Be Added to the Applicable
Pledge and Security Agreement Schedules]

FORM OF [COPYRIGHT] [TRADEMARK] [PATENT] SECURITY AGREEMENT

THIS [COPYRIGHT] [TRADEMARK] [PATENT] SECURITY AGREEMENT dated as of _____, 201__ is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor GLAS Trust Corporation Limited, a company incorporated in England and Wales with company number 07927175, as Security Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Security Agent”).

Introductory Statements

WHEREAS, pursuant to the Facilities Agreement, dated as of June 19, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Facilities Agreement”), among PRIMROSE MIDCO 2 LIMITED, a limited liability company incorporated in England and Wales with registered number 12582435 (the “Parent”), PRIMROSE BIDCO LIMITED, a limited liability company incorporated in England and Wales with registered number 12583166 (the “Company”), the Borrowers from time to time party thereto (the “Borrowers”), the Guarantors from time to time party thereto (the “Guarantors”), the Lenders from time to time party thereto, Global Loan Agency Services Limited as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Facilities Agreement Agent”), and the Security Agent (the Security Agent together with the Facilities Agreement Agent, each an “Agent” and collectively the “Agents”), the Lenders have severally agreed to make Loans to the Borrowers upon and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Facilities Agreement, all of the Grantors are party to a Pledge and Security Agreement dated as of January 25, 2023 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Pledge and Security Agreement”), pursuant to which the Grantors are required to execute and deliver this [Copyright] [Trademark] [Patent] Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, each Grantor hereby agrees with the Security Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in [Copyright] [Trademark] [Patent] Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges, collaterally assigns and transfers to the Security Agent for the benefit of the Secured Parties, and grants to the Security Agent for the benefit of the Secured Parties, a Security on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “[Copyright] [Trademark] [Patent] Collateral”):

[all of its Copyrights and all Copyright Licenses providing for the grant by or to such Grantor of any right in, to or under any Copyright, including those referred to on Schedule 1 hereto.]

or

[Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right in, to or under any Trademark, including those referred to on Schedule 1 hereto.]

or

[all of its Patents and all Patent Licenses providing for the grant by or to such Grantor of any right in, to or under any Patent, including those referred to on Schedule 1 hereto.]

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this [Copyright] [Trademark] [Patent] Security Agreement is granted in conjunction with the Security and security interests granted to the Security Agent for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Security Agent and the obligations of each Grantor with respect to the Securities and security interests in the [Copyright] [Trademark] [Patent] Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this [Copyright] [Trademark] [Patent] Security Agreement conflicts with any provision of the Pledge and Security Agreement, the Pledge and Security Agreement shall govern.

Section 4. [Reserved.]

Section 5. Counterparts. This [Copyright] [Trademark] [Patent] Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS [COPYRIGHT] [TRADEMARK] [PATENT] SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Section 7. WAIVER OF JURY TRIAL; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS [COPYRIGHT] [TRADEMARK] [PATENT] SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS [COPYRIGHT] [TRADEMARK] [PATENT] SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 7.17 OF THE PLEDGE AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY

SET FORTH HEREIN. Section 8. Miscellaneous. The terms and provisions of Sections 7.1, 7.2, 7.4, 7.6, 7.7, 7.8 and 7.9 of the Pledge and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; “Integration”) are hereby incorporated herein by reference, and shall apply to this [Copyright] [Trademark] [Patent] Security Agreement *mutatis mutandis* as if fully set forth herein. This [Copyright] [Trademark] [Patent] Security Agreement shall constitute a “Finance Document” for all purposes of the Facilities Agreement and the other Finance Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this [Copyright] [Trademark] [Patent] Security Agreement to be duly executed and delivered as of the date first above written.

[GRANTOR], as Grantor

By _____
Name:
Title:

SCHEDULE 1

TO

[COPYRIGHT] [TRADEMARK] [PATENT] SECURITY AGREEMENT

1. REGISTERED [COPYRIGHTS] [TRADEMARKS] [PATENTS]

[Include Registration Number and Date]

2. [COPYRIGHT] [TRADEMARK] [PATENT] APPLICATIONS

[Include Application Number and Date]

3. [COPYRIGHT] [TRADEMARK] [PATENT] LICENSES

[Include complete legal description of agreement (name of agreement, parties and date)]

FORM OF ISSUER CONTROL AGREEMENT

ISSUER CONTROL AGREEMENT (this “Issuer Agreement”) dated as of _____, 20____ among _____, a _____ (the “Grantor”), _____, a _____ (the “Issuer”), and GLAS Trust Corporation Limited, a company incorporated in England and Wales with company number 07927175, as Security Agent for the benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Security Agent”). All uppercase terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement (as defined below).

Introductory Statements

WHEREAS, pursuant to the Facilities Agreement, dated as of June 19, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Facilities Agreement”), among PRIMROSE MIDCO 2 LIMITED, a limited liability company incorporated in England and Wales with registered number 12582435 (the “Parent”), PRIMROSE BIDCO LIMITED, a limited liability company incorporated in England and Wales with registered number 12583166 (the “Company”), the Borrowers from time to time party thereto (the “Borrowers”), the Guarantors from time to time party thereto (the “Guarantors”), the Lenders from time to time party thereto, Global Loan Agency Services Limited as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Facilities Agreement Agent”), and the Security Agent (the Security Agent together with the Facilities Agreement Agent, each an “Agent” and collectively the “Agents”), the Lenders have severally agreed to make Loans to the Borrowers upon and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Facilities Agreement, the Grantor and the other Obligors are party to a Pledge and Security Agreement dated as of January 25, 2023 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Pledge and Security Agreement”); and

WHEREAS, the Pledge and Security Agreement requires that the Grantor become a party to (and to cause the Issuer to become a party to) an Issuer Control Agreement in respect of each Pledged Uncertificated Security of such Issuer owned by such Grantor; and

WHEREAS, the Grantor and the Issuer have agreed to execute and deliver this Issuer Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, each of the Grantor and the Issuer hereby agrees as follows:

1. Pledged Stock. By executing and delivering this Issuer Agreement, the Issuer, as provided in Section 7.5(c) of the Pledge and Security Agreement, hereby (a) acknowledges receipt of a copy of the Pledge and Security Agreement, (b) agrees promptly to note on any share register the security interests in the applicable Pledged Stock granted to the Security Agent under the Pledge and Security Agreement, (c) agrees that, upon the occurrence of an Enforcement Event, it will comply with all instructions from the Security Agent or its nominee with respect to the applicable Pledged Stock, as contemplated by Section 5.3 of the Pledge and Security Agreement (“Pledged Stock”), without further consent by the Grantor, (d) to the

maximum extent permitted by applicable law, agrees that the “issuer’s jurisdiction” (as defined in Section 8-110 of the UCC) is the State of New York, (e) agrees promptly to notify the Security Agent in writing upon obtaining knowledge of any interest in favor of any Person in the applicable Pledged Stock that is adverse to the interest of the Security Agent therein, and (f) waives any right or requirement at any time hereafter to receive a copy of the Pledge and Security Agreement in connection with the registration of any Pledged Stock thereunder in the name of the Security Agent or its nominee or the exercise of voting rights by the Security Agent or its nominee.

2. GOVERNING LAW. THIS ISSUER AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

3. WAIVER OF JURY TRIAL; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH OF THE GRANTOR AND THE ISSUER HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS ISSUER AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS ISSUER AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 7.17 OF THE PLEDGE AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN. Miscellaneous. The terms and provisions of Sections 7.1, 7.2, 7.4, 7.6, 7.7, 7.8 and 7.9 of the Pledge and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; “Integration”) are hereby incorporated herein by reference, and shall apply to this Issuer Agreement *mutatis mutandis* as if fully set forth herein. This Issuer Agreement shall constitute a “Finance Document” for all purposes of the Facilities Agreement and the other Finance Documents.

5. No Novation or Release. Nothing in this Issuer Agreement shall be construed to release any Grantor at any time party to the Pledge and Security Agreement from its obligations and liabilities thereunder or otherwise affect any of such other Grantor’s obligations or liabilities under any Finance Document.

IN WITNESS WHEREOF, the undersigned has caused this Issuer Agreement to be duly executed and delivered as of the date first above written.

[ISSUER], as Issuer

By _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

[GRANTOR], as Grantor

By _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

SECURITY AGENT:

GLAS TRUST CORPORATION LIMITED, as Security
Agent

By _____

Name:

Title: