

020246/13

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

**MR01****Particulars of a charge****IRIS Laserform**

**A fee is payable with this form.**  
Please see 'How to pay' on the  
last page

**You can use the WebFiling service to file this form online.**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)


☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

COMPANIES HOUSE

This form must be delivered to the Registrar for registration within  
**21 days** beginning with the day after the date of creation of the charge  
delivered outside of the 21 days it will be rejected unless it is accompan  
court order extending the time for delivery

 You must enclose a certified copy of the instrument with this form. This  
scanned and placed on the public record

THURSDAY




LD2

30/05/2013

#18

**1 Company details**

Company number 0 3 0 3 7 8 4 5  
Company name in full Protim Solignum Limited (the "Chargor")

 **Filling in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date d2 d3 m0 m5 y2 y0 y1 y3

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name Credit Suisse AG, Cayman Islands Branch  
(the "Collateral Agent")

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

MR01

Particulars of a charge

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**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

**Continuation page**

Please use a continuation page if you need to enter more details

Description

**Property** - none at the date of creation of the appended Charge.

**Ship** - none at the date of creation of the appended Charge

**Aircraft** - none at the date of creation of the appended Charge.

**Intellectual Property** - by way of fixed charge all of the Chargor's right, title and interest in its intellectual property, which means any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered and the benefit of all applications and rights to use such assets which may now or in the future subsist, including but not limited to the registered trade mark 'Protim' filed in the UK on 08/05/1954, with registration number 732800, and other IP as specified in any relevant security accession deed Please refer to Schedule 3 of the appended Charge for a full description of the IP, which is subject to the Charge.

5

**Fixed charge or fixed security**

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

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Particulars of a charge

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**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature


X *Latham & Watkins*

X

This form must be signed by a person with an interest in the charge

# MR01




## Particulars of a charge


	<b>Presenter information</b>
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.	
Contact name	David Hallett
Company name	Latham & Watkins
Address	99 Bishopsgate
Post town	London
County/Region	
Postcode	E C 2 M 3 X F
Country	England
DX	C/M: 038263-0294
Telephone	020 7710 1000

<input checked="" type="checkbox"/>	<b>Certificate</b>
We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.	

<input checked="" type="checkbox"/>	<b>Checklist</b>
We may return forms completed incorrectly or with information missing.	

<b>Please make sure you have remembered the following:</b>	
<input checked="" type="checkbox"/>	The company name and number match the information held on the public Register
<input checked="" type="checkbox"/>	You have included a certified copy of the instrument with this form
<input checked="" type="checkbox"/>	You have entered the date on which the charge was created
<input checked="" type="checkbox"/>	You have shown the names of persons entitled to the charge
<input checked="" type="checkbox"/>	You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
<input checked="" type="checkbox"/>	You have given a description in Section 4, if appropriate
<input checked="" type="checkbox"/>	You have signed the form.
<input checked="" type="checkbox"/>	You have enclosed the correct fee
<input checked="" type="checkbox"/>	Please do not send the original instrument, it must be a certified copy

	<b>Important information</b>
Please note that all information on this form will appear on the public record.	
	<b>How to pay</b>
A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.  Make cheques or postal orders payable to 'Companies House'.	
	<b>Where to send</b>
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:  <b>For companies registered in England and Wales</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ. DX 33050 Cardiff  <b>For companies registered in Scotland</b> The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)  <b>For companies registered in Northern Ireland:</b> The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG DX 481 N R. Belfast 1.	

	<b>Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>  This form is available in an alternative format. Please visit the forms page on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a>	



**FILE COPY**

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

Company number: 3037845

Charge code: 0303 7845 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd May 2013 and created by PROTIM SOLIGNUM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th May 2013.

Given at Companies House, Cardiff on 4th June 2013



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



I certify that save for  
the material redacted  
pursuant to s. 859G  
of the Companies Act  
2006 this copy  
instrument is a correct  
copy of the original  
instrument

**EXECUTION VERSION**

23 May 2013

**PROTIM SOLIGNUM LIMITED**

*Wills*

and

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**  
(as Collateral Agent)

30 May 2013

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**SUPPLEMENTAL DEBENTURE**

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SUPPLEMENTAL TO A DEBENTURE DATED DECEMBER 20, 2012  
BETWEEN PROTIM SOLIGNUM LIMITED AND THE  
COLLATERAL AGENT

**LATHAM & WATKINS**

99 Bishopsgate  
London EC2M 3XF  
+44 20 7710 1000 (Tel)  
[www.lw.com](http://www.lw.com)

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THIS DEED is made on 23 May 2013

**BETWEEN**

- (1) **PROTIM SOLIGNUM LIMITED**, a private limited company incorporated in England and Wales with registered number 03037845 (the "**Company**"), and
- (2) **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH** as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Section 9.06 of the Credit Agreement (as hereinafter defined)) for the Secured Parties (as defined in the Credit Agreement) (the "**Collateral Agent**")

**IT IS AGREED AS FOLLOWS**

**1. INTERPRETATION**

**1.1 Definitions**

In this Supplemental Debenture

"**Account Notice**" means a notice substantially in the form set out in Part 3 of Schedule 7 (*Forms of Notices*),

"**Assigned Agreements**" means the agreements listed in Schedule 9 (*Assigned Agreements*) and any other agreement designated as an Assigned Agreement by a Chargor and the Collateral Agent,

"**Accounts**" means the accounts of the Chargors set out in Schedule 6 (*Accounts*) and/or such other accounts as the relevant Chargor and the Collateral Agent shall agree or (following the occurrence of an Event of Default which is continuing) as the Collateral Agent shall specify,

"**Charged Property**" means the assets (excluding Excluded Assets) mortgaged, charged or assigned to the Collateral Agent by this Supplemental Debenture,

"**Chargor**" means the Company and each company which grants security over its assets in favour of the Collateral Agent by executing a Security Accession Deed,

"**Counterparty Notice**" means a notice substantially in the form set out in Part 1 of Schedule 7 (*Forms of Notices*),

"**Credit Agreement**" means the senior secured credit agreement dated as of November 26, 2012, as amended by the first amendment to senior secured credit agreement dated as of April 23, 2013, between, among others, OHI Intermediate Holdings, Inc., Osmose Holdings, Inc., Credit Suisse AG, Cayman Islands Branch as Administrative Agent, the Collateral Agent, the Lenders specified therein and Manufacturers & Traders Trust Company as Swingline Lender and L/C Issuer,

"**Debenture**" means the debenture dated December 20, 2012, executed and delivered by the Company to the Collateral Agent as security for the Secured Obligations

"**Equipment**" means all plant, machinery, computers, office and other equipment, furnishings and vehicles together with any spare parts, replacements or modifications and the benefit of all contracts, licences and warranties relating thereto, including but not limited to any assets specified in Schedule 4 (*Equipment*) and as specified in any relevant Security Accession Deed,

"**Equity Interest**" has the meaning given to it in the US Security Agreement,

**“Excluded Assets”** has the meaning given to it in the US Security Agreement,

**“Immaterial Subsidiaries”** has the meaning given to it in the Credit Agreement,

**“Insurance Notice”** means a notice substantially in the form set out in Part 2 of Schedule 7 (*Forms of Notices*),

**“Insurance Policies”** means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Chargor or in which it is otherwise interested, including but not limited to the policies of insurance, if any, specified in Schedule 5 (*Insurance Policies*) (or as specified in any relevant Security Accession Deed) but, in each case, excluding any third party liability or public liability insurance and directors and officers insurance,

**“Intellectual Property”** means any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered and the benefit of all applications and rights to use such assets which may now or in the future subsist, including but not limited to the intellectual property, if any, specified in Schedule 3 (*Intellectual Property*) and as specified in any relevant Security Accession Deed,

**“Investment”** means any stock, share, debenture, loan stock, security, bonds, options, warrants, interest in any investment fund and any other comparable investment (including rights to subscribe for, convert into or otherwise acquire the same) whether owned directly by or to the order of a Chargor or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Shares) and including but not limited to the investments, if any, specified in Schedule 2 (*Shares and Investments*) and as specified in any relevant Security Accession Deed, *provided that* in each case, notwithstanding anything to the contrary contained in this Supplemental Debenture, “Investment” shall not include (a) Equity Interests of Immaterial Subsidiaries, (b) Equity Interests in joint ventures wherein the granting of a security interest or lien hereunder in such Equity Interests would not be permitted by the terms of such issuing Person’s organisational documents or agreements with other holders of such issuing Person’s Equity Interests, so long as such terms are not for the purpose of avoiding the grant of security interest hereunder, (c) Equity Interests of a Person to the extent that, and for so long as (x) such Equity Interests constitutes 50% or less of all Equity Interests of such Person and the Person or Persons holding the remainder of such Equity Interests are not Subsidiaries of Osmose Holdings, Inc., and (y) the granting of a security interest hereunder in such Equity Interests would not be permitted by the terms of such issuing Person’s organisational documents or agreements with such other Persons holding the remainder of such Equity Interests, so long as such terms are not for the purpose of avoiding the grant of security interest hereunder, (d) Equity Interests of any Subsidiary that is not owned directly by a Loan Party, and (e) any pledge pursuant to the provisions of this Supplemental Debenture of the voting Equity Interests in any Subsidiary shall be limited to 65% of such voting Equity Interests,

**“Other Debts”** means all debts and monetary claims (other than Trading Receivables),

**“Parties”** means each of the parties to this Supplemental Debenture from time to time,

**“Person”** has the meaning given to it in the Credit Agreement,

**“Property”** means all freehold and leasehold property from time to time owned by a Chargor or in which a Chargor is otherwise interested and shall include

- (a) the proceeds of sale of all or any part of such property,

- (b) all rights, benefits, privileges, warranties, covenants, easements, appurtenances and licences relating to such property,
- (c) all money received by or payable to a Chargor in respect of such property, and
- (d) all buildings, fixtures and fittings from time to time on such property,

including, but not limited to the property, if any, specified in Schedule 1 (*Properties*) and as specified in any relevant Security Accession Deed,

**“Quasi-Security”** means a transaction in which a Chargor

- (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor or any other Loan Party,
- (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms,
- (c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
- (d) enters into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Indebtedness or of financing the acquisition of an asset,

**“Receiver”** means an administrator, a receiver and manager or (if the Collateral Agent so specifies in the relevant appointment) receiver in each case appointed under this Supplemental Debenture,

**“Related Rights”** means all dividends, distributions and other income paid or payable on a Share or Investment, together with all shares or other property derived from any Share or Investment and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share or Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise),

**“Secured Obligations”** has the meaning given to it in the Credit Agreement,

**“Secured Parties”** has the meaning given to it in the Credit Agreement and any Receiver,

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

**“Security Accession Deed”** means a deed substantially in the form set out in Schedule 8 (*Form of Security Accession Deed*), with those amendments which the Collateral Agent may approve or reasonably require,

**“Shares”** means all shares owned by a Chargor in its Subsidiaries including but not limited to the shares, if any, specified in Schedule 2 (*Shares and Investments*) and as specified in any relevant Security Accession Deed, *provided that* in each case, notwithstanding anything to the contrary contained in this Supplemental Debenture, “Shares” shall not include (a) Equity Interests of Immaterial Subsidiaries, (b) Equity Interests in joint ventures wherein the granting of a security interest or lien hereunder in such Equity Interests would not be permitted by the terms of such issuing Person’s organisational documents or agreements with other holders of such issuing Person’s Equity Interests, so long as such terms are not for the purpose of avoiding the grant of security interest hereunder, (c) Equity Interests of a Person to the extent that, and for so long as (x) such Equity Interests constitutes 50% or less of all Equity Interests of such Person and the Person or Persons holding the remainder of such Equity Interests are

not Subsidiaries of Osmose Holdings, Inc , and (y) the granting of a security interest hereunder in such Equity Interests would not be permitted by the terms of such issuing Person's organisational documents or agreements with such other Persons holding the remainder of such Equity Interests, so long as such terms are not for the purpose of avoiding the grant of security interest hereunder, (d) Equity Interests of any Subsidiary that is not owned directly by a Loan Party, and (e) any pledge pursuant to the provisions of this Supplemental Debenture of the voting Equity Interests in any Subsidiary shall be limited to 65% of such voting Equity Interests,

**"Trading Receivables"** means all book debts and other debts owing to any Chargor and arising in the ordinary course of trading,

**"Trust Property"** means

- (a) the Security created under this Supplemental Debenture and all other powers, rights and guarantees (both present and future) granted to the Collateral Agent under or pursuant to the Loan Documents including, without limitation, all representations and warranties, obligations, covenants and other contractual provisions therein given in favour of the Collateral Agent as trustee for the Secured Parties (other than any given solely for its own benefit in its capacity as Collateral Agent),
- (b) all assets of any Chargor from time to time the subject of the Security created under this Supplemental Debenture,
- (c) all monies received or recovered by the Collateral Agent from time to time as trustee for the Secured Parties under, pursuant to or in connection with any Loan Document, and
- (d) all investments, property, money and other assets at any time representing or deriving from any of the foregoing, including all interest, income and other sums at any time received or receivable by the Collateral Agent (or any agent of the Collateral Agent) in respect of the same (or any part thereof), and

**"US Security Agreement"** means the security agreement dated November 26, 2012 between, among others, OHI Intermediate Holdings, Inc , Osmose Holdings, Inc , the other Grantors specified therein and Credit Suisse AG, Cayman Islands Branch as Collateral Agent

## 1 2 Construction

In this Supplemental Debenture, unless a contrary intention appears, a reference to

- (a) an **"agreement"** includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written),
- (b) an **"amendment"** includes any amendment, supplement, variation, novation, modification, replacement or restatement and **"amend"**, **"amending"** and **"amended"** shall be construed accordingly,
- (c) **"assets"** includes present and future properties, revenues and rights of every description,
- (d) **"including"** means including without limitation and **"includes"** and **"included"** shall be construed accordingly,
- (e) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly,

- (f) a “**person**” includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing,
- (g) a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation, and
- (h) the Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand

### **1 3 Other References**

- (a) In this Supplemental Debenture, unless a contrary intention appears, a reference to
  - (i) the Collateral Agent, any Secured Party, any Chargor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person’s successors in title, permitted assignees and transferees and in the case of the Collateral Agent, any person for the time being appointed as Collateral Agent or Collateral Agents in accordance with the Loan Documents,
  - (ii) any Loan Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended or novated, including by way of increase of the facilities or other obligations or addition of new facilities or other obligations made available under them or accession or retirement of the parties to these agreements but excluding any amendment or novation made contrary to any provision of any Loan Document,
  - (iii) any clause or schedule is a reference to, respectively, a clause of and schedule to this Supplemental Debenture and any reference to this Supplemental Debenture includes its schedules, and
  - (iv) a provision of law is a reference to that provision as amended or re-enacted
- (b) The index to and the headings in this Supplemental Debenture are inserted for convenience only and are to be ignored in construing this Supplemental Debenture
- (c) Words importing the plural shall include the singular and vice versa

### **1 4 Incorporation by reference**

Unless the context otherwise requires or unless otherwise defined in this Supplemental Debenture, words and expressions defined in the Credit Agreement have the same meanings when used in this Supplemental Debenture

### **1 5 Miscellaneous**

- (a) The terms of the documents under which the Secured Obligations arise and of any side letters between any Chargor and any Secured Party relating to the Secured Obligations are incorporated in this Supplemental Debenture to the extent required for any purported disposition of the Charged Property contained in this Supplemental Debenture to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

- (b) Notwithstanding any other provision of this Supplemental Debenture, the obtaining of a moratorium under section 1A of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this Supplemental Debenture to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of property by any Chargor or a ground for the appointment of a Receiver
- (c) The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Supplemental Debenture and no rights or benefits expressly or impliedly conferred by this Supplemental Debenture shall be enforceable under that Act against the Parties by any other person

#### **1 6 Declaration of trust**

- (a) The Collateral Agent hereby accepts its appointment as agent and trustee by the Secured Parties and declares (and each Chargor hereby acknowledges) that the Trust Property is held by the Collateral Agent as a trustee for and on behalf of the Secured Parties on the basis of the duties, obligations and responsibilities set out in the Credit Agreement
- (b) Section 1 of the Trustee Act 2000 shall not apply to the duties of the Collateral Agent in relation to the trusts created by this Supplemental Debenture or any other Loan Document. In performing its duties, obligations and responsibilities, the Collateral Agent shall be considered to be acting only in a mechanical and administrative capacity or as expressly provided in this Supplemental Debenture and the other Loan Documents
- (c) In acting as trustee for the Secured Parties under this Supplemental Debenture, the Collateral Agent shall be regarded as acting through its trustee division which shall be treated as a separate entity from any other of its divisions or departments. Any information received by some other division or department of the Collateral Agent may be treated as confidential and shall not be regarded as having been given to the Collateral Agent's trustee division

#### **1 7 Debenture**

All the terms, conditions and other provisions of the Debenture shall continue in full force and effect

#### **2. COVENANT TO PAY**

Each Chargor as primary obligor covenants with the Collateral Agent, for the benefit of the Secured Parties, that it will on demand pay the Secured Obligations when they fall due for payment

#### **3 CHARGING PROVISIONS**

##### **3 1 Specific Security**

Each Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Collateral Agent with full title guarantee the following assets (other than Excluded Assets), both present and future from time to time owned by it or in which it has an interest

- (a) by way of first legal mortgage, all Property now belonging to or vested in it,

- (b) by way of first equitable mortgage, all the Shares and Investments and all corresponding Related Rights,
- (c) by way of first fixed charge
  - (i) all other interests (not effectively charged under Clause 3 1(a)) in any Property and the benefit of all other agreements relating to land,
  - (ii) all of its right, title and interest in the Intellectual Property,
  - (iii) all of its right, title and interest in the Equipment,
  - (iv) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables,
  - (v) all monies standing to the credit of the Accounts and any other Accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in and to those accounts,
  - (vi) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts,
  - (vii) all of its rights and interest in the Hedge Bank Agreements,
  - (viii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets,
  - (ix) its goodwill and uncalled capital, and
  - (x) if not effectively assigned by Clause 3 3 (*Security Assignment*), all its rights, title and interest in (and claims under) the Insurance Policies and the Assigned Agreements

### 3 2 Floating Charge

As further continuing security for the payment of the Secured Obligations, each Chargor charges with full title guarantee in favour of the Collateral Agent by way of first floating charge all its present and future assets and rights not effectively charged by way of fixed charge under Clause 3 1 (*Specific Security*) or assigned under Clause 3 3 (*Security Assignment*)

### 3 3 Security Assignment

As further continuing security for the payment of the Secured Obligations, each Chargor assigns absolutely with full title guarantee to the Collateral Agent all its rights, title and interest in (other than Excluded Assets)

- (a) the Insurance Policies,
- (b) the Related Rights, and
- (c) the Assigned Agreements,

subject in each case to reassignment by the Collateral Agent to the relevant Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations (other than unasserted expense reimbursement obligations or unasserted contingent indemnification obligations)



### 3 4 Conversion of Floating Charge

- (a) The Collateral Agent may, by notice to any Chargor, convert the floating charge created under this Supplemental Debenture into a fixed charge with immediate effect as regards those assets specified in the notice, if
  - (i) an Event of Default has occurred and is continuing,
  - (ii) the Collateral Agent reasonably considers (in good faith) that any part of the Charged Property is in danger of being seized or sold under any form of distress, attachment, execution or other legal process, or
  - (iii) the Collateral Agent reasonably considers (in good faith) that it is necessary in order to protect the priority, value or enforceability of the Security created under this Supplemental Debenture
- (b) The floating charge created under this Supplemental Debenture will automatically (without notice) and immediately be converted into a fixed charge over all the assets of a Chargor which are subject to the floating charge created under this Supplemental Debenture, if
  - (i) the members of that Chargor convene a meeting for the purposes of considering any resolution for its winding-up, dissolution, or a compromise, assignment or arrangement with any creditor,
  - (ii) that Chargor creates, or purports to create, Security (except as permitted by the Loan Documents or with the prior consent of the Collateral Agent) on or over any of the Charged Property,
  - (iii) any third party takes any step with a view to levying distress, attachment, execution or other legal process against any of the Charged Property, or
  - (iv) if any other floating charge created by that Chargor crystallises for any reason
- (c) Upon the conversion of any floating charge pursuant to this Clause 3 4, each relevant Chargor shall, at its own expense, immediately upon request by the Collateral Agent execute a fixed charge or legal assignment in such form as the Collateral Agent may require

### 3 5 Property Restricting Charging

- (a) There shall be excluded from the charge created by Clause 3 1 (*Specific Security*), the assignment created by Clause 3 3 (*Security Assignment*) and from the operation of Clause 4 (*Further Assurance*)
  - (i) any leasehold property held by a Chargor under a lease which prohibits either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest,
  - (ii) any Intellectual Property in which a Chargor has any right, title or interest under any licence or other agreement which prohibits either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its interest in that Intellectual Property, and
  - (iii) any assets which are Excluded Assets,

in the case of clauses (i) and (ii), until the relevant condition is no longer applicable

#### **4. FURTHER ASSURANCE**

##### **4.1 General**

- (a) Each Chargor shall promptly (and at its own expense) do all such acts (including payment of all stamp duties or fees) or execute and/or deposit with the Collateral Agent all such documents (including assignments, transfers, mortgages, charges, notices and instructions on terms equivalent or similar to those set out in this Supplemental Debenture) as the Collateral Agent may reasonably request (and in such form as the Collateral Agent may reasonably require)
  - (i) to perfect the Security created or intended to be created under or evidenced by this Supplemental Debenture (save for any Intellectual Property in a jurisdiction outside England and Wales which is not material) or for the exercise of any rights, powers and remedies of the Collateral Agent, any Receiver or the other Secured Parties provided by or pursuant to this Supplemental Debenture or by law,
  - (ii) to confer on the Collateral Agent, or on the Secured Parties, Security over any property and assets (other than Excluded Assets) of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Supplemental Debenture, and/or
  - (iii) at any time after an Event of Default has occurred and is continuing, to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under this Supplemental Debenture
- (b) Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, protection or maintenance of any Security conferred or intended to be conferred on the Collateral Agent or the Secured Parties by or pursuant to this Supplemental Debenture
- (c) The parties hereto agree that no default shall arise under the terms of this Supplemental Debenture for any failure to deposit any deed or other document, assign any right or asset or otherwise deal with any right or asset pursuant to the terms of this Supplemental Debenture where a Chargor has previously complied with the terms of the Debenture in relation to such deposit or other dealing with such right or asset

#### **5. NEGATIVE PLEDGE**

No Chargor may

- (a) create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 3.2 (*Floating Charge*) on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted by the Credit Agreement or with the prior consent of the Collateral Agent

## **6. REPRESENTATIONS AND WARRANTIES**

### **6.1 General**

The representations and warranties set out in this Clause 6

- (a) are made by the Company on the date of this Supplemental Debenture,
- (b) are deemed to be made by a Chargor which becomes a party to this Supplemental Debenture on the date on which that Chargor becomes a Chargor, and
- (c) are deemed to be repeated by the Chargors, on the date of each Credit Extension

### **6.2 Ownership of Charged Property**

It is the sole legal and beneficial owner of all its assets and undertakings which are the subject of the Security created by this Supplemental Debenture and such assets and undertakings are free from all Liens, other than the Debenture and the Permitted Liens

### **6.3 No claims**

None of its Charged Property is the subject of any claim, assertion, infringement, attack, right, action or other restriction or arrangement of whatever nature which could affect the scope, validity enforceability or ownership by it of such Charged Property or its utilisation by it in a manner which would be materially adverse to the interests of the Secured Parties

### **6.4 Property**

Schedule 1 (*Properties*) identifies all freehold and leasehold property beneficially owned by it as at the date of this Supplemental Debenture. There are no proceedings, actions or circumstances relating to any of that property which could affect that property's value or its ability to use that property for the purposes for which it is currently used in a manner which would be materially adverse to the interests of the Secured Parties

### **6.5 Shares**

It is the legal and beneficial owner of the Shares identified against its name in Schedule 2 (*Shares and Investments*) and all of those Shares are fully paid

### **6.6 Accuracy of Schedules**

The information set out opposite its name in each of the Schedules is true, complete and accurate and not misleading in any respect

## **7. PROTECTION OF SECURITY**

### **7.1 Title Documents**

- (a) Each Chargor will following the execution of this Supplemental Debenture, deposit with the Collateral Agent (or as it shall direct)
  - (i) within 5 Business Days, all deeds and documents of title (if any) relating to all real property mortgaged or charged under this Supplemental Debenture and, if those deeds and documents are with the Land Registry, will within 5

Business Days deposit them with the Collateral Agent (or as it shall direct) upon their release,

- (ii) promptly, all stocks and share certificates and other documents of title (if any) relating to the Shares and Investments together with stock transfer forms executed in blank and left undated on the basis that the Collateral Agent shall be able to hold such documents of title and stock transfer forms until the Secured Obligations have been unconditionally discharged in full (other than unasserted contingent indemnification obligations and unasserted expense reimbursement obligations) and shall be entitled, at any time after following the occurrence of an Event of Default which is continuing or if the Collateral Agent reasonably considers that the security constituted by this Supplemental Debenture is in jeopardy to complete, under its power of attorney given in this Supplemental Debenture, the stock transfer forms on behalf of the relevant Chargor in favour of itself or such other person as it shall select provided that the Collateral Agent shall return such documents of title and stock transfer forms in accordance with and as required by Section 7 04 and 9 09 of the Credit Agreement, and
- (iii) copies of all Insurance Policies
- (b) The Collateral Agent may retain any document delivered to it under this Clause 7 1 or otherwise until the security created under this Supplemental Debenture is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the relevant Chargor, and at such reasonable cost to the Collateral Agent, require that the document be redelivered to it and the relevant Chargor shall promptly comply (or procure compliance) with that notice
- (c) Any document required to be delivered to the Collateral Agent under Clause 7 1(a) above which is for any reason not so delivered or which is released by the Collateral Agent to a Chargor shall be held in trust by the relevant Chargor for the Collateral Agent

## **7 2 Receivables and Accounts**

- (a) Each Chargor shall
  - (i) Following the occurrence of an Event of Default which is continuing, as agent for the Collateral Agent, collect all Trading Receivables and Other Debts charged to the Collateral Agent under this Supplemental Debenture, pay the proceeds into an Account promptly upon receipt and, pending such payment, hold those proceeds on trust for the Collateral Agent,
  - (ii) not charge, factor, discount or assign any of the Trading Receivables or Other Debts in favour of any person, or purport to do so unless permitted by the Credit Agreement or with the prior written consent of the Collateral Agent, and
  - (iii) within three Business Days, serve an Account Notice on the bank with whom the Account is maintained and use commercially reasonable endeavours to obtain an acknowledgement substantially in the form of the schedule to the Account Notice The Chargor's obligation to obtain any acknowledgement under this Clause 7 2(a)(iii) shall cease 20 Business Days after the date on which that obligation arose (and, so long as commercially reasonable efforts are used, failure to obtain such acknowledgement shall not be a breach of this Supplemental Debenture)

- (b) The Collateral Agent shall not be entitled to give any notice referred to in paragraph 2(a) of the Account Notice, withdrawing its consent to the making of withdrawals by the Chargors in respect of the Accounts, unless and until an Event of Default has occurred which is continuing or any of the circumstances described in Clause 3.4 (*Conversion of Floating Charge*) has arisen
- (c) The Chargor shall, prior to the occurrence of an Event of Default which is continuing and the delivery by the Collateral Agent of a notice referred to in paragraph 2(a) of the Account Notice, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account subject to the terms of the Loan Documents. After the occurrence of an Event of Default which is continuing and the delivery by the Collateral Agent of a notice referred to in paragraph 2(a) of the Account Notice, the Chargor shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior written consent of the Collateral Agent

### 7.3 Insurance Policies, Assigned Agreements and Hedge Bank Agreements

- (a) Each Chargor will
  - (i) promptly following execution of this Supplemental Debenture (and in any event within five Business Days of the date of this Supplemental Debenture) (or in respect of any Insurance Policy, Assigned Agreement or Hedge Bank Agreement designated as such after the date of execution of this Supplemental Debenture, promptly and in any event, within five Business Days after the date of such designation) give notice to the other party to each Insurance Policy, Assigned Agreement and Hedge Bank Agreement that it has assigned or charged its right under the relevant policy or agreement to the Collateral Agent under this Supplemental Debenture and will use commercially reasonable endeavours to obtain from the relevant counterparty or insurer an acknowledgement substantially in the form of that set out in the schedule to the relevant Notice. Such notice will be a Counterparty Notice, except in the case of the Insurance Policies where it will be an Insurance Notice. The Chargor's obligation to obtain any acknowledgment under this Clause 7.3(a)(i) shall cease 20 Business Days after the date on which that obligation arose (and, so long as commercially reasonable efforts are used, failure to obtain such acknowledgement shall not be a breach of this Supplemental Debenture),
  - (ii) perform all its obligations under the Assigned Agreements in a diligent and timely manner to the extent failure to comply with such obligations would impair the validity or enforceability of the Security provided to the Secured Parties under this Supplemental Debenture and comply with Section 6.07 of the Credit Agreement, and
  - (iii) subject to clause 7.3(b), not amend, modify or change in any manner materially adverse to the Lenders any term or condition of the Assigned Agreements, except with the prior consent of the Collateral Agent
- (b) The Collateral Agent shall not be entitled to give any notice referred to in paragraph 2 of the Counterparty Notice or paragraph 2 of the Insurance Notice, unless and until an Event of Default has occurred which is continuing

#### **7 4 The Land Registry**

- (a) Each Chargor shall apply to the Land Registrar for a restriction to be entered on the Register of Title in relation to all real property situated in England and Wales and charged by way of legal mortgage under this Supplemental Debenture (including any unregistered properties subject to compulsory first registration at the date of this Supplemental Debenture) on the prescribed Land Registry form and in the following or substantially similar terms

“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a consent signed by the proprietor for the time being of the charge dated [●] in favour of [●] referred to in the charges register”

- (b) Subject to the terms of the Credit Agreement, Lenders are under an obligation to make further advances to Chargors (which obligation is deemed to be incorporated into this Supplemental Debenture) and this security has been made for securing those further advances. Each Chargor shall apply to the Land Registrar on the prescribed Land Registry form for a notice to be entered on the Register of Title in relation to real property situated in England and Wales and charged by way of legal mortgage under this Supplemental Debenture (including any unregistered properties subject to compulsory first registration at the date of this Supplemental Debenture) that there is an obligation to make further advances on the security of the registered charge
- (c) If any Chargor fails to make the applications set out in Clauses 7 4(a) or (b) above or if the Collateral Agent gives notice to any Chargor that it will make such applications on its behalf, each Chargor irrevocably consents to the Collateral Agent making such application on its behalf and shall promptly provide the Collateral Agent with all information and fees which the Collateral Agent may request in connection with such application
- (d) In respect of any of the real property mortgaged or charged under this Supplemental Debenture title to which is registered at the Land Registry, it is certified that the security created by this Supplemental Debenture does not contravene any of the provisions of the articles of association of any Chargor

#### **7 5 Registration of Intellectual Property**

Subject to clause 4 1(a)(i), at the written request of the Collateral Agent, each Chargor as registered proprietor appoints the Collateral Agent as its agent to apply for the particulars of this Supplemental Debenture and of the Secured Parties' interest in its existing trademarks and trade mark applications and any future trademarks or trade mark applications registered or to be registered in the United Kingdom in the name of that Chargor (other than Excluded Assets), to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994, and each Chargor agrees to execute all documents and forms required to enable those particulars to be entered on the Register of Trade Marks

#### **7 6 Equipment**

Promptly upon reasonable request by the Collateral Agent, each Chargor shall (at its own expense) affix to a visible part of such pieces of Equipment as the Collateral Agent shall specify a plate, label, sign or memoranda in such form as the Collateral Agent shall reasonably require, drawing attention to the security created by this Supplemental Debenture

### **8. UNDERTAKINGS**

#### **8 1 General**

- (a) Each Chargor undertakes to the Collateral Agent in the terms of this Clause from the date of this Supplemental Debenture and for so long as any of the Secured Obligations (other than unasserted contingent indemnification obligations and unasserted expense reimbursement obligations) are outstanding
- (b) Each Chargor will observe and perform in all material respects all covenants and stipulations from time to time affecting the Charged Property, make all payments, carry out all registrations or renewals and generally take all steps which are necessary to preserve, maintain and renew when necessary or desirable all of the Charged Property
- (c) Each Chargor will keep all real property and Equipment which forms part of the Charged Property in good and substantial repair and, where applicable, in good working order except where failure to do so would not be reasonably expected to have a Material Adverse Effect

## 8.2 Real Property

- (a) Each Chargor will notify the Collateral Agent if it intends to acquire any estate or interest in any freehold property with a fair market value in excess of \$5,000,000 and will in any event notify the Collateral Agent promptly in writing of the actual acquisition by it of any such freehold, leasehold or other real property
- (b) Each Chargor will permit the Collateral Agent and any person nominated by the Collateral Agent to enter into and upon any of its Property in accordance with the terms of Section 6.10 (*Inspection Rights*) of the Credit Agreement
- (c) No Chargor will grant any lease, tenancy, contractual licence or right to occupy in respect of the whole or any part of the Property or otherwise part with possession of the whole or any part of the Property (except as permitted by the Credit Agreement)
- (d) Each Chargor will give immediate notice to the Collateral Agent if it receives any notice under section 146 of the Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any lease comprised in any Property

## 8.3 Voting and Distribution Rights

- (a) So long as no Event of Default shall have occurred and be continuing, or if an Event of Default is existing, one Business Day notice prior written notice has not been provided to the relevant Chargor
  - (i) each Chargor shall be entitled to receive and retain all dividends, distributions and other monies paid on or derived from its Shares and Investments, and
  - (ii) each Chargor shall be entitled to exercise all voting and other rights and powers attaching to its Shares and Investments provided that it shall not exercise any such voting rights or powers in a manner which would impair the validity or enforceability of the Security provided to the Secured Parties under this Supplemental Debenture
- (b) After one Business Day written notice from the Collateral Agent upon the occurrence and during the continuance of an Event of Default, each Chargor shall exercise all voting rights in respect of its Shares and Investments as the Collateral Agent shall direct

- (c) If, at any time, any Shares or Investments are registered in the name of the Collateral Agent or its nominee, the Collateral Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Shares or Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, moneys or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Shares or Investments

## **9 COLLATERAL AGENT'S POWER TO REMEDY**

### **9.1 Power to Remedy**

If any Chargor fails to comply with any obligation set out in Clause 7 (*Protection of Security*) or Clause 8 (*Undertakings*) and that failure is not remedied to the satisfaction of the Collateral Agent (acting reasonably) within 30 days of the Collateral Agent giving written notice to the relevant Chargor, or the relevant Chargor becoming aware of the failure to comply, it will allow (and irrevocably authorises) the Collateral Agent or any person which the Collateral Agent nominates to take any action on behalf of that Chargor which is necessary to ensure that those obligations are complied with

### **9.2 Indemnity**

Each Chargor will indemnify the Collateral Agent against all losses incurred by the Collateral Agent as a result of a breach by any Chargor of its obligations under Clause 7 (*Protection of Security*) or Clause 8 (*Undertakings*) and in connection with the exercise by the Collateral Agent of its rights contained in Clause 9.1 above in accordance with Section 10.04(b) of the Credit Agreement. All sums the subject of this indemnity will be payable by the relevant Chargor to the Collateral Agent on written demand and if not so paid will bear interest in accordance with the Credit Agreement

## **10. CONTINUING SECURITY**

### **10.1 Continuing Security**

The Security constituted by this Supplemental Debenture shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing

### **10.2 Other Security**

The Security constituted by this Supplemental Debenture is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security or other right which the Collateral Agent and/or any other Secured Party may now or after the date of this Supplemental Debenture hold for any of the Secured Obligations, and this Security may be enforced against each Chargor without first having recourse to any other rights of the Collateral Agent or any other Secured Party

## **11 ENFORCEMENT OF SECURITY**

### **11.1 Enforcement Powers**

- (a) For the purpose of all rights and powers implied or granted by statute, the Secured Obligations are deemed to have fallen due on the date of this Supplemental Debenture. The power of sale and other powers conferred by section 101 of the Law



of Property Act 1925 and all other enforcement powers conferred by this Supplemental Debenture shall be immediately exercisable, at any time after an Event of Default has occurred which is continuing, and, in connection with enforcement actions regarding any Shares and Investments, upon the Collateral Agent delivering one Business Day prior written notice to the relevant Chargor

- (b) After an Event of Default has occurred which is continuing, the Collateral Agent may enforce all or any part of the Security created by this Supplemental Debenture in any manner as it sees fit in accordance with the terms of this Supplemental Debenture and the other Loan Documents

#### **11.2 Statutory Powers**

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the Security created under this Supplemental Debenture, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this Supplemental Debenture, those contained in this Supplemental Debenture shall prevail.

#### **11.3 Exercise of Powers**

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Supplemental Debenture, and all or any of the rights and powers conferred by this Supplemental Debenture on a Receiver (whether expressly or impliedly), may be exercised by the Collateral Agent without further notice to any Chargor at any time after an Event of Default has occurred which is continuing, irrespective of whether the Collateral Agent has taken possession or appointed a Receiver of the Charged Property.

#### **11.4 Disapplication of Statutory Restrictions**

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this Supplemental Debenture.

#### **11.5 Appropriation under the Financial Collateral Regulations**

- (a) At any time after an Event of Default has occurred which is continuing (and with one Business Day prior written notice to the applicable Chargor for any Charged Property that is Shares or Investments), the Collateral Agent may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Obligations.
- (b) In this Supplemental Debenture, “financial collateral” shall mean any part of the Charged Property which falls within the definition of financial collateral in the Financial Collateral Arrangements (No 2) Regulations 2003 (No 3226).
- (c) The Collateral Agent shall attribute a value to the appropriated financial collateral by such commercially reasonable method (including independent valuation) as the Collateral Agent may select to identify the market value of the financial collateral.

#### **11.6 Powers of Leasing**

At any time after an Event of Default has occurred which is continuing, the Collateral Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements.

as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925

**11.7 Fixtures**

At any time after an Event of Default has occurred which is continuing, the Collateral Agent may sever any fixtures from the property to which they are attached and sell them separately from that property

**12. RECEIVERS**

**12.1 Appointment of Receiver**

- (a) Subject to paragraph (d) below, at any time after notice in writing demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Collateral Agent or any other Secured Party to any Chargor, or if so requested by the relevant Chargor, the Collateral Agent may by writing under hand signed by any officer or manager of the Collateral Agent, appoint any person (or persons) to be a Receiver of all or any part of the Charged Property
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this Supplemental Debenture
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Supplemental Debenture
- (d) The Collateral Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A Insolvency Act 1986

**12.2 Powers of Receiver**

Each Receiver appointed under this Supplemental Debenture shall have (subject to any limitations or restrictions which the Collateral Agent may incorporate in the deed or instrument appointing it) all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this Supplemental Debenture), so that the powers set out in schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the relevant Chargor, each Receiver shall have power to

- (a) enter into or cancel any contracts on any terms or conditions,
- (b) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not,
- (c) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage,
- (d) deal with, all or any of the Charged Property, without being responsible for loss or damage,
- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions,
- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances,

- (g) exercise all voting and other rights attaching to the Shares or Investments and stocks, shares and other securities owned by the relevant Chargor and comprised in the Charged Property, but only following one Business Day after delivering a written notification from either the Receiver or the Collateral Agent to the relevant Chargor stating that the Collateral Agent shall exercise all voting rights in respect of the Shares or Investments and stocks, shares and other securities owned by the relevant Chargor and comprised in the Charged Property,
- (h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver,
- (i) appoint and discharge officers and others for any of the purposes of this Supplemental Debenture and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit,
- (j) settle any claims, accounts, disputes, questions and demands with or by any person relating to any of the Charged Property,
- (k) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating to any of the Charged Property,
- (l) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any real property comprised in the Charged Property,
- (m) purchase or acquire any land or any interest in or right over land,
- (n) exercise on behalf of the relevant Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Property, and
- (o) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this Clause 12.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Chargor for all such purposes,

and in each case may use the name of any Chargor and exercise the relevant power in any manner which he may think fit

### **12.3 Receiver as Agent**

Each Receiver shall be the agent of the relevant Chargor, which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Collateral Agent will not be responsible for any misconduct, negligence or default of a Receiver

### **12.4 Removal of Receiver**

The Collateral Agent may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an

administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason

**12.5 Remuneration of Receiver**

The Collateral Agent may from time to time fix the remuneration of any Receiver appointed by it

**12.6 Several Receivers**

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Supplemental Debenture (unless the document appointing such Receiver states otherwise)

**13. APPLICATION OF PROCEEDS**

**13.1 Order of Application**

All moneys received or recovered by the Collateral Agent or any Receiver pursuant to this Supplemental Debenture shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by Section 8.03 (*Application of Funds*) of the Credit Agreement notwithstanding any purported appropriation by any Chargor

**13.2 Insurance Proceeds**

If an Event of Default has occurred and is continuing, all moneys received by virtue of any insurance maintained or effected in respect of the Charged Property shall be paid to the Collateral Agent (or, if not paid by the insurers directly to the Collateral Agent, shall be held on trust for the Collateral Agent) and shall, at the option of the Collateral Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost (any deficiency being made good by the relevant Chargor) or (except in the case of leasehold premises) in reduction of the Secured Obligations

**13.3 Section 109 Law of Property Act 1925**

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Supplemental Debenture

**13.4 Application against Secured Obligations**

Subject to Clause 13.1 above, any moneys or other value received or realised by the Collateral Agent from a Chargor or a Receiver under this Supplemental Debenture may be applied by the Collateral Agent to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Collateral Agent may determine

**13.5 Suspense Account**

- (a) Until the Secured Obligations are paid in full, the Collateral Agent may place and keep (for such time as it shall determine) any money received, recovered or realized pursuant to this Supplemental Debenture or on account of any Chargor's liability in respect of the Secured Obligations in an interest bearing separate suspense account (to the credit of either the relevant Chargor or the Collateral Agent as the Collateral Agent shall think fit) and the Receiver may retain the same for the period which he and the Collateral Agent consider expedient without having any obligation to apply all or any part of that money in or towards discharge of the Secured Obligations

- (b) If the Security created under this Supplemental Debenture is enforced at a time when no amount is due under the Loan Documents but at the time when amounts may or will become due, the Collateral Agent (or Receiver) may pay the proceeds of recoveries into a suspense account

#### **14 PROTECTION OF COLLATERAL AGENT AND RECEIVER**

##### **14.1 No Liability**

Neither the Collateral Agent nor any Receiver shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his gross negligence, wilful default or breach of any obligations under the Loan Documents

##### **14.2 Possession of Charged Property**

Without prejudice to Clause 14.1 above, if the Collateral Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession

##### **14.3 Primary liability of Chargor**

Each Chargor shall be deemed to be a principal debtor and the sole, original and independent obligor for the Secured Obligations and the Charged Property shall be deemed to be a principal security for the Secured Obligations. The liability of each Chargor under this Supplemental Debenture and the charges contained in this Supplemental Debenture shall not be impaired by any forbearance, neglect, indulgence, abandonment, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Collateral Agent or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the relevant Chargor (as a surety only) or the charges contained in this Supplemental Debenture (as secondary or collateral charges only) would, but for this provision, have been discharged. The Guaranty will apply in relation to this supplemental debenture as if incorporated in this Supplemental Debenture, but on the basis that the obligations of the Guarantor arising under those clauses will be deemed to be substituted by the obligations of the Chargor under this Supplemental Debenture

##### **14.4 Collateral Agent**

The provisions set out in the Credit Agreement shall govern the rights, duties and obligations of the Collateral Agent under this Supplemental Debenture

##### **14.5 Delegation**

The Collateral Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this Supplemental Debenture to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Collateral Agent will not be liable or responsible to any Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate, except for any losses resulting from such delegate's gross negligence, bad faith, wilful default or breach of any obligations under the Loan Documents

#### **14.6 Cumulative Powers**

The powers which this Supplemental Debenture confers on the Collateral Agent, the other Secured Parties and any Receiver appointed under this Supplemental Debenture are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Collateral Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Collateral Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

#### **15. POWER OF ATTORNEY**

15.1 Each Chargor, by way of security, irrevocably and severally appoints the Collateral Agent, each Receiver and any person nominated for the purpose by the Collateral Agent or any Receiver (in writing and signed by an officer of the Collateral Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Supplemental Debenture, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Collateral Agent or any Receiver under this Supplemental Debenture or otherwise for any of the purposes of this Supplemental Debenture, and each Chargor covenants with the Collateral Agent and each Receiver to ratify and confirm all such acts or things lawfully made, done or executed by that attorney.

15.2 The Collateral Agent, Receiver or any person nominated (as the case may be) shall only be entitled to exercise the power of attorney, pursuant to clause 15.1, following

- (a) the occurrence of an Event of Default which is continuing, or
- (b) the failure of a Chargor to comply with a written request from the Collateral Agent to that Chargor in the performance of its obligations under this Supplemental Debenture within 10 Business Days of such request.

#### **16. PROTECTION FOR THIRD PARTIES**

##### **16.1 No Obligation to Enquire**

No purchaser from, or other person dealing with, the Collateral Agent or any Receiver (or their agents) shall be obliged or concerned to enquire whether

- (a) the right of the Collateral Agent or any Receiver to exercise any of the powers conferred by this Supplemental Debenture has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power, or
- (b) any of the Secured Obligations remain outstanding and/or are due and payable or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

##### **16.2 Receipt Conclusive**

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

**17. COSTS AND EXPENSES**

**17.1 Initial Expenses**

Fees, costs and expenses will be paid in accordance with Section 10.04 (*Expenses, Indemnity, Damage Waiver, No Liability of the L/C Issuer*) of the Credit Agreement

**17.2 Enforcement Expenses**

The enforcement expenses shall be paid in accordance with Section 10.04(a) of the Credit Agreement

**17.3 Stamp Duties, etc**

Each Chargor shall pay and indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of this Supplemental Debenture in accordance with Section 10.04(b) of the Credit Agreement

**17.4 Default Interest**

If not paid when due, then, at the election of the Required Lenders, the amounts payable under this Clause 17 shall carry interest compounded with monthly rests at the Default Rate (after as well as before judgment), from the date of demand and shall form part of the Secured Obligations

**18. REINSTATEMENT AND RELEASE**

**18.1 Amounts Avoided**

If any amount paid by a Chargor in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the relevant Chargor or otherwise, then for the purposes of this Supplemental Debenture that amount shall not be considered to have been paid

**18.2 Discharge Conditional**

Any settlement or discharge between a Chargor and any Secured Party shall be conditional upon no security or payment to that Secured Party by that Chargor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under this Supplemental Debenture) that Secured Party shall be entitled to recover from that Chargor the value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred

**18.3 Covenant To Release**

- (a) Once all the Secured Obligations (other than Unaccrued Indemnity Claims and unasserted reimbursement obligations) have been paid in full in cash and all Commitments under the Credit Agreement have been terminated and none of the Collateral Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any Chargor under the Loan Documents, the Collateral Agent and each Secured Party shall, at the request and cost of each Chargor, in accordance with Section 9.09 (*Collateral and Guarantee Matters*) of the Credit Agreement, take any action which may be necessary to release the Charged Property from the Security constituted by this Supplemental Debenture

- (b) The Collateral Agent shall, at the request and cost of each Chargor, take any action which is necessary to comply with its obligations under Section 9.09 (*Collateral and Guarantee Matters*) of the Credit Agreement

## **19. CHARGOR INTENT AND APPROPRIATIONS**

### **19.1 Chargor Intent**

Each Chargor expressly confirms that it intends that the Security created by this Supplemental Debenture shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Loan Documents and/or any facility or amount made available under any of the Loan Documents for the purposes of or in connection with any of the following business acquisitions of any nature, increasing working capital, enabling investor distributions to be made, carrying out restructurings, refinancing existing facilities, refinancing any other indebtedness, making facilities available to new borrowers, any other variation or extension of the purposes for which any such facility or amount might be made available from time to time, and any fees, costs and/or expenses associated with any of the foregoing

### **19.2 Appropriations**

Until all Secured Obligations have been irrevocably paid in full, each Secured Party (or any trustee or agent on its behalf) may

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargors shall not be entitled to the benefit of the same, and
- (b) hold in an interest-bearing suspense account any moneys received from the Chargors or on account of the Chargors' liability under the Loan Documents

## **20. CURRENCY CLAUSES**

### **20.1 Conversion**

All monies received or held by the Collateral Agent or any Receiver under this Supplemental Debenture may be converted into any other currency which the Collateral Agent considers necessary to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Collateral Agent's spot rate of exchange then prevailing for purchasing that other currency with the existing currency

### **20.2 No Discharge**

No payment to the Collateral Agent (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the relevant Chargor in respect of which it was made unless and until the Collateral Agent has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Collateral Agent shall have a further separate cause of action against the relevant Chargor and shall be entitled to enforce the Security constituted by this Supplemental Debenture to recover the amount of the shortfall



## **21. SET-OFF**

### **21.1 Set-off rights**

Upon the occurrence of an Event of Default which is continuing, any Secured Party may set off any matured obligation due from a Chargor under the Loan Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

### **21.2 Different Currencies**

A Secured Party may exercise its rights under Clause 21.1 (*Set-off rights*) notwithstanding that the amounts concerned may be expressed in different currencies and each Secured Party is authorised to effect any necessary conversions at a market rate of exchange selected by it.

### **21.3 Unliquidated Claims**

If, at any time after written notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Collateral Agent or any other Secured Party to any Chargor, the relevant obligation or liability is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

## **22. RULING OFF**

If the Collateral Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Credit Agreement) it may open a new account for the relevant Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to the relevant Chargor), as from the time it receives that notice, all payments made by the relevant Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the relevant Chargor and not as having been applied in reduction of the Secured Obligations.

## **23. REDEMPTION OF PRIOR CHARGES**

The Collateral Agent may, at any time after an Event of Default has occurred which is continuing, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Chargor. Each Chargor will on demand pay to the Collateral Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

## **24. NOTICES**

Any notice or other communication required or permitted will be sent in accordance with Section 10.02 (*Notices and other Communications, Facsimile Copies*) of the Credit Agreement.

**25. CHANGES TO PARTIES**

**25 1 Assignment by the Collateral Agent**

The Collateral Agent may at any time assign or otherwise transfer all or any part of its rights under this Supplemental Debenture only in accordance with the Loan Documents

**25 2 Changes to Parties**

Each Chargor authorises and agrees to changes to parties under Section 10 06 (*Successors and Assigns*) of the Credit Agreement

**25 3 New Subsidiaries**

Each Chargor will procure that any new Subsidiary of it which is required to do so by the terms of the Credit Agreement executes a Security Accession Deed and consents to such Subsidiary becoming a Chargor

**26. MISCELLANEOUS**

**26 1 Certificates Conclusive**

A certificate or determination of the Collateral Agent as to any amount payable under this Supplemental Debenture will be conclusive and binding on each Chargor, except in the case of manifest error

**26 2 Counterparts**

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

**26 3 Invalidity of any Provision**

If any provision of this Supplemental Debenture is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way

**26 4 Failure to Execute**

Failure by one or more Parties ("Non-Signatories") to execute this Supplemental Debenture on the date hereof will not invalidate the provisions of this Supplemental Debenture as between the other Parties who do execute this Supplemental Debenture. Such Non-Signatories may execute this Supplemental Debenture on a subsequent date and will thereupon become bound by its provisions

**27. GOVERNING LAW AND JURISDICTION**

- (a) This Supplemental Debenture and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law
- (b) Subject to Clause 27(c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Supplemental Debenture) (a "Dispute"). The Parties agree that the courts of England are the most appropriate and

convenient courts to settle Disputes and accordingly no party will argue to the contrary

- (c) The Parties agree that, for the benefit of the Secured Parties only, nothing in this Supplemental Debenture shall limit the right of the Secured Parties to bring any legal action against the Chargor in any other court of competent jurisdiction

**IN WITNESS** whereof this Supplemental Debenture has been duly executed as a deed on the date first above written

**SCHEDULE 3**  
**INTELLECTUAL PROPERTY**

	<b>Owner</b>	<b>Country</b>	<b>Application No</b>	<b>Registration Date</b>	<b>Registration No.</b>	<b>Status</b>
OSMOSE (CHINESE WORD MARK)	Protim Solignum Limited	CHINA	4414970	02/21/2008	4414970	REGISTERED
OSMOSE	Protim Solignum Limited	CHINA	5328560	07/28/2009	5328560	REGISTERED
OSMOSE	Protim Solignum Limited	CHINA	3737815	07/21/2005	3737815	REGISTERED
OSMOSE (CHINESE WORD MARK)	Protim Solignum Limited	CHINA	4414967	07/14/2008	4414967	REGISTERED
OSMOSE (CHINESE WORD MARK)	Protim Solignum Limited	CHINA	4414968	06/28/2008	4414968	REGISTERED
OSMOSE	Protim Solignum Limited	CHINA	3737816	07/28/2005	3737816	REGISTERED
OSMOSE	Protim Solignum Limited	CHINA	3737813	02/07/2006	3737813	REGISTERED
OSMOSE	Protim Solignum Limited	CHINA	3737814	01/14/2006	3737814	REGISTERED
OSMOSE (CHINESE WORD MARK)	Protim Solignum Limited	CHINA	4414969	06/28/2008	4414969	REGISTERED
OSMOSE (CHINESE WORD MARK)	Protim Solignum Limited	CHINA	4424385	02/21/2008	4424385	REGISTERED
OSMOSE	Protim Solignum Limited	CHINA	3737812	07/28/2008	3737812	REGISTERED
OSMOSE	Protim Solignum Limited	HONG KONG	n/a	09/10/2003	300076761	REGISTERED
OSMOSE	Protim Solignum Limited	MALAYSIA	99/11259	10/27/1999	99011259	REGISTERED
OSMOSE	Protim Solignum Limited	MALAYSIA	99/11257	10/27/1999	99011257	REGISTERED
OSMOSE	Protim Solignum Limited	SINGAPORE	T04/18866A	10/29/2004	T04/18866A	REGISTERED
OSMOSE	Protim Solignum Limited	SINGAPORE	T0418860B	10/29/2004	T0418860B	REGISTERED
OSMOSE	Protim Solignum LimitedSINGAPORE	SINGAPORE	T04/188621	10/29/2004	T04/188621	REGISTERED
OSMOSE	Protim Solignum Limited	SINGAPORE	T04/18864E	10/29/2004	T04/18864E	REGISTERED
OSMOSE	Protim Solignum Limited	SINGAPORE	T04/18857B	10/29/2004	T04/18857B	REGISTERED
NATUREWOOD	Protim Solignum Limited	ESTONIA	M200200155	03/12/2003	37510	REGISTERED
LIFEWOOD	Protim Solignum Limited	EUROPEAN UNION	N/A	12/19/2002	002346138	REGISTERED
NATUREWOOD	Protim Solignum	EUROPEAN	002345270	09/16/2004	002345270	REGISTERED

	Owner	Country	Application No.	Registration Date	Registration No.	Status
	Limited	UNION				
NATUREWOOD	Protim Solignum Limited	LATVIA	M02218	05/20/2004	M53287	REGISTERED
NATUREWOOD	Protim Solignum Limited	POLAND	246236	02/08/2002	161288	REGISTERED
OSMOSE NATUREWOOD and Design (logo)	Protim Solignum Limited	EUROPEAN UNION	002345171	02/21/2003	002345171	REGISTERED
OSMOSE NATUREWOOD and Design	Protim Solignum Limited	LATVIA	M02217	02/20/2004	M53286	REGISTERED
PREVAC	Protim Solignum Limited	BRUNEI	10471	05/28/1981	10471	REGISTERED
PREVAC	Protim Solignum Limited	GERMANY	P20798	07/23/1974	920744	REGISTERED
PREVAC	Protim Solignum Limited	FINLAND	N/A	08/20/1982	82457	REGISTERED
PREVAC	Protim Solignum Limited	UNITED KINGDOM	N/A	03/27/1968	923088	REGISTERED
PREVAC	Protim Solignum Limited	INDONESIA	N/A	05/15/2006	IDM000074931	REGISTERED
PREVAC	Protim Solignum Limited	IRELAND			82478	REGISTERED
PREVAC	Protim Solignum Limited	IRELAND		10/13/1971	79323	REGISTERED
PREVAC	Protim Solignum Limited	IRELAND		10/13/1971	79323	REGISTERED
PREVAC	Protim Solignum Limited	SINGAPORE	n/a	06/02/1979	T79806241	REGISTERED
PREVAC	Protim Solignum Limited	SOUTH AFRICA	94/6004	01/08/1997	94/6004	REGISTERED
PREVAC	Protim Solignum Limited	SOUTH AFRICA	94/6005	01/08/1997	94/6005	REGISTERED
PROTIM	Protim Solignum Limited	BRUNEI		05/28/1981	10470	REGISTERED
PROTIM	Protim Solignum Limited	SWITZERLAND	01656/1981	09/14/1981	P-310973	REGISTERED
PROTIM	Protim Solignum Limited	CHILE	665316	01/12/2005	714715	REGISTERED
PROTIM (CHINESE WORD MARK)	Protim Solignum Limited	CHINA	5328559	07/28/2009	5328559	REGISTERED
PROTIM (WORD MARK)	Protim Solignum Limited	CHINA	5283725	07/21/2009	5283725	REGISTERED
PROTIM	Protim Solignum Limited	CHINA	3737818	07/21/2005	3737818	REGISTERED
PROTIM (WORD MARK)	Protim Solignum Limited	CHINA	3737817	07/21/2008	3737817	REGISTERED
PROTIM (CHINESE WORD MARK)	Protim Solignum Limited	CHINA	4414966	03/07/2008	4414966	REGISTERED
PROTIM (CHINESE WORD MARK)	Protim Solignum Limited	CHINA	4414965	03/07/2008	4414965	REGISTERED
PROTIM (WORD MARK)	Protim Solignum Limited	CHINA	3737819	07/28/2005	3737819	REGISTERED
PROTIM	Protim Solignum Limited	GERMANY	P20799	06/25/1975	932383	REGISTERED
PROTIM	Protim Solignum Limited	DENMARK	VA197203618	05/04/1973	VR197301343	REGISTERED

	Owner	Country	Application No.	Registration Date	Registration No.	Status
PROTIM	Protim Solignum Limited	EUROPEAN UNION	N/A	10/02/2005	3326212	REGISTERED
PROTIM	Protim Solignum Limited	FINLAND	N/A	01/20/1981	76123	REGISTERED
PROTIM	Protim Solignum Limited	FRANCE	N/A	09/19/1988	1489496	REGISTERED
PROTIM	Protim Solignum Limited	UNITED KINGDOM	N/A		732798	REGISTERED
PROTIM	Protim Solignum Limited	UNITED KINGDOM	N/A	08/05/1954	732800	REGISTERED
PROTIM (CHINESE WORD MARK)	Protim Solignum Limited	HONG KONG	N/A	12/02/2004	300330678	REGISTERED
PROTIM	Protim Solignum Limited	HONG KONG	N/A	09/10/2003	300076752	REGISTERED
PROTIM	Protim Solignum Limited	CROATIA			Z932018	REGISTERED
PROTIM	Protim Solignum Limited	INDONESIA	N/A	07/29/1992	IDM000103595	REGISTERED
PROTIM	Protim Solignum Limited	IRELAND	N/A	09/11/1957	59647	REGISTERED
PROTIM	Protim Solignum Limited	ITALY	M12002C009723	05/25/2006	1009035	REGISTERED
PROTIM	Protim Solignum Limited	PHILIPPINES	99483	12/08/1998	66783	REGISTERED
PROTIM	Protim Solignum Limited	POLAND	154158	03/24/2003	143426	REGISTERED
PROTIM	Protim Solignum Limited	SERBIA	Z-790/74	06/10/1983	26928	REGISTERED
PROTIM	Protim Solignum Limited	SWEDEN	R-2008-00460/1	05/11/1973	143042	REGISTERED
PROTIM	Protim Solignum Limited	SINGAPORE	N/A	06/02/1979	T7980623J	REGISTERED
PROTIM	Protim Solignum Limited	SLOVENIA	7480790	10/13/1997	7480790	REGISTERED
PROTIM	Protim Solignum Limited	VIETNAM	18003	01/24/1995	15206	REGISTERED
PROTIM	Protim Solignum Limited	SOUTH AFRICA	94/6002	01/05/1997	94/6002	REGISTERED
PROTIM	Protim Solignum Limited	SOUTH AFRICA	94/6003	01/08/1997	94/6003	REGISTERED
SOLIGNUM TIMBERTONE	Protim Solignum Limited	UNITED KINGDOM	N/A	02/20/1973	1006898	REGISTERED
SOLIGNUM TIMBERTONE	Protim Solignum Limited	HONG KONG		06/26/1981	19821496	REGISTERED
SOLIGNUM TIMBERTONE	Protim Solignum Limited	ICELAND	194/1981	12/30/1982	429/1982	REGISTERED
SOLIGNUM TIMBERTONE	Protim Solignum Limited	MALAYSIA	N/A	06/22/1981	M/91081	REGISTERED
SOLIGNUM TIMBERTONE	Protim Solignum Limited	SINGAPORE	T81/03017A	07/10/1981	T81/03017A	REGISTERED
SOLIGNUM TIMBERTONE	Protim Solignum Limited	THAILAND	466833	09/30/1981	198737	REGISTERED
NORUSTO	Protim Solignum Limited	UNITED KINGDOM	N/A		300586	REGISTERED
PREVAC	Protim Solignum Limited	UNITED KINGDOM	N/A	05/03/1972	991511	REGISTERED
SOLIGNUM	Protim Solignum	AUSTRIA	AM2026/56	02/0281957	35932	REGISTERED

	Owner	Country	Application No.	Registration Date	Registration No.	Status
	Limited					
SOLIGNUM	Protim Solignum Limited	BARBADOS	620	06/15/1951	81/5118	REGISTERED
SOLIGNUM	Protim Solignum Limited	BANGLADESH		11/18/1980	16253	REGISTERED
SOLIGNUM	Protim Solignum Limited	BANGLADESH		11/18/1980	16250	REGISTERED
SOLIGNUM	Protim Solignum Limited	BERMUDA	361	04/21/2005	361	REGISTERED
SOLIGNUM	Protim Solignum Limited	BRUNEI	14	09/16/1957	14	REGISTERED
SOLIGNUM	Protim Solignum Limited	BAHAMAS			2121	REGISTERED
SOLIGNUM	Protim Solignum Limited	BENELUX	0568318	08/12/1971	89638	REGISTERED
SOLIGNUM	Protim Solignum Limited	CONGO	4786	08/27/1987	3585/C	REGISTERED
SOLIGNUM	Protim Solignum Limited	SWITZERLAND	05906/1988	01/16/1989	366274	REGISTERED
SOLIGNUM	Protim Solignum Limited	GERMANY	S7649	08/21/1957	705666	REGISTERED
SOLIGNUM	Protim Solignum Limited	DENMARK	VA191100116	04/29/1961	VR191100211	REGISTERED
SOLIGNUM	Protim Solignum Limited	SPAIN	n/a		23602	REGISTERED
SOLIGNUM	Protim Solignum Limited	EUROPEAN UNION	3488731	02/10/2005	3488731	REGISTERED
SOLIGNUM	Protim Solignum Limited	FINLAND	N/A	08/05/1988	102042	REGISTERED
SOLIGNUM	Protim Solignum Limited	FRANCE	N/A	12/31/1987	1582652	REGISTERED
SOLIGNUM	Protim Solignum Limited	UNITED KINGDOM	N/A	05/18/1900	230949	REGISTERED
SOLIGNUM	Protim Solignum Limited	UNITED KINGDOM	N/A	12/13/1980	1145598	REGISTERED
SOLIGNUM	Protim Solignum Limited	GHANA	N/A	07/19/1921	1324	REGISTERED
SOLIGNUM	Protim Solignum Limited	GUYANA			1064A	REGISTERED
SOLIGNUM	Protim Solignum Limited	HONG KONG	N/A	04/17/1911	19110108	REGISTERED
SOLIGNUM	Protim Solignum Limited	INDONESIA		11/07/2006	IDM000094543	REGISTERED
SOLIGNUM	Protim Solignum Limited	INDONESIA		11/07/2006	IDM000094544	REGISTERED
SOLIGNUM	Protim Solignum Limited	IRELAND			34163	REGISTERED
SOLIGNUM	Protim Solignum Limited	INDIA		06/09/1942	810	REGISTERED
SOLIGNUM	Protim Solignum Limited	ICELAND	1521/2003	09/03/2003	670/2003	REGISTERED
SOLIGNUM	Protim Solignum Limited	ITALY	M12003C006269	03/02/2007	1040842	REGISTERED
SOLIGNUM	Protim Solignum Limited	JERSEY			1393	REGISTERED
SOLIGNUM	Protim Solignum Limited	KENYA			KET/1958/008502	REGISTERED

	Owner	Country	Application No.	Registration Date	Registration No.	Status
SOLIGNUM	Protim Solignum Limited	SRI LANKA			1108	REGISTERED
SOLIGNUM	Protim Solignum Limited	MACEDONIA	N/A	10/18/1987	513-M	REGISTERED
SOLIGNUM	Protim Solignum Limited	MALAWI			MW/TM/195 901621	REGISTERED
SOLIGNUM	Protim Solignum Limited	MALAYSIA	M/001332	03/27/1951	M/001332	REGISTERED
SOLIGNUM	Protim Solignum Limited	MALAYSIA	N/A	01/10/1952	SAR/1013	REGISTERED
SOLIGNUM	Protim Solignum Limited	PHILIPPINES	000995	11/21/1990	R-995	REGISTERED
SOLIGNUM	Protim Solignum Limited	PAKISTAN	2417	06/09/1942	2417	REGISTERED
SOLIGNUM	Protim Solignum Limited	POLAND	154157	11/09/2000	125688	REGISTERED
SOLIGNUM	Protim Solignum Limited	SWEDEN	N/A	10/09/1900	7241	REGISTERED
SOLIGNUM	Protim Solignum Limited	SINGAPORE	T39/013321	05/11/1939	T39/013321	REGISTERED
SOLIGNUM	Protim Solignum Limited	SIERRA LEONE			681	REGISTERED
SOLIGNUM	Protim Solignum Limited	THAILAND	521126	04/12/2005	217169	REGISTERED
SOLIGNUM	Protim Solignum Limited	THAILAND	521125	03/17/2005	215254	REGISTERED
SOLIGNUM	Protim Solignum Limited	TURKEY		09/29/1993	148177	REGISTERED
SOLIGNUM	Protim Solignum Limited	TRINIDAD & TOBAGO	n/a	03/02/1910	25/1909	REGISTERED
SOLIGNUM	Protim Solignum Limited	VIETNAM	18002	01/17/1995	15061	REGISTERED
SOLIGNUM	Protim Solignum Limited	YEMEN	23870		20870	REGISTERED
SOLIGNUM	Protim Solignum Limited	SOUTH AFRICA	N/A	12/19/1930	30/1639/2	REGISTERED
SOLIGNUM	Protim Solignum Limited	SOUTH AFRICA	N/A	12/19/1930	1639/30/1	REGISTERED
SOLIGNUM	Protim Solignum Limited	SOUTH AFRICA	N/A	12/19/1930	30/1639/2	REGISTERED
SOLIGNUM	Protim Solignum Limited	ZAMBIA		07/01/1927	1034	REGISTERED
PREVAC	Protim Solignum Limited	UNITED KINGDOM	N/A	03/27/1968	923087	REGISTERED
SOLIGNUM ARCHITECTURAL	Protim Solignum Limited	UNITED KINGDOM	N/A	06/17/1981	1155933	REGISTERED
SOLIGNUM ARCHITECTURAL	Protim Solignum Limited	HONG KONG	N/A	06/26/1981	19831696	REGISTERED
SOLIGNUM ARCHITECTURAL	Protim Solignum Limited	MALAYSIA	n/a	06/22/1981	M/91082	REGISTERED
SOLIGNUM ARCHITECTURAL	Protim Solignum Limited	SINGAPORE	T81/03016C	07/10/1981	T81/03016C	REGISTERED
PLAYGUARD	Protim Solignum Limited	UNITED KINGDOM	2354877	02/02/2004	2354877	REGISTERED
I GUARD	Protim Solignum Limited	UNITED KINGDOM	2355677	02/12/2004	2355677	REGISTERED
SOLIGNUM	Protim Solignum	CHINA	3737820	07/21/2005	3737820	REGISTERED



	Owner	Country	Application No.	Registration Date	Registration No.	Status
(WORD MARK)	Limited					
SOLIGNUM (CHINESE WORD MARK)	Protim Solignum Limited	CHINA	4414964	02/21/2008	4414964	REGISTERED
SOLIGNUM (CHINESE WORD MARK)	Protim Solignum Limited	HONG KONG	N/A	12/04/2005	300330687	REGISTERED
SOLIGNUM EXTERIOR	Protim Solignum Limited	THAILAND	256683		10524	REGISTERED
OSMOSE LIFEWOOD and Design (logo)	Protim Solignum Limited	EUROPEAN UNION	002345718	02/21/2003	002345718	REGISTERED
OSMOSE LIFEWOOD (LOGO)	Protim Solignum Limited	ESTONIA	M200200156	06/18/2006	37831	REGISTERED
OSMOSE (CHINESE WORD)	Protim Solignum Limited	HONG KONG	300330696	12/02/2004	300330696	REGISTERED
SOLIGNUM	Protim Solignum Limited	SOUTH AFRICA	N/A	12/19/1930	1639/30/1	REGISTERED
SOLIGNUM (THAI CHARACTERS)	Protim Solignum Limited	THAILAND	456740	06/19/1981	196394	REGISTERED
SOLIGNUM (THAI CHARACTERS)	Protim Solignum Limited	THAILAND	456739	06/19/1981	196395	REGISTERED
SOLIGNUM (CAN DESIGN) COLOURLESS	Protim Solignum Limited	THAILAND	256684	12/07/1983	10525	REGISTERED
I GUARD	Protim Solignum Limited	United Kingdom	2355677	07/16/2004	2355677	REGISTERED
KNAPENOL [Mark is still registered Our records indicate Osmose allowed this registration to go abandoned ]	Protim Solignum Limited	Austria		01/30/2002	463367	REGISTERED
KNAPENOL [Mark is still registered Our records indicate Osmose allowed this registration to go abandoned ]	Protim Solignum Limited	Benelux		01/30/2002	463367	REGISTERED
KNAPENOL [Mark is still registered Our records indicate Osmose allowed this registration to go abandoned ]	Protim Solignum Limited	Czech Republic		01/30/2002	463367	REGISTERED
KNAPENOL [Mark is still registered Our records indicate Osmose allowed this registration to go abandoned ]	Protim Solignum Limited	France		01/30/2002	463367	REGISTERED
KNAPENOL [Mark is still registered Our records indicate Osmose allowed this registration to go abandoned ]	Protim Solignum Limited	Germany East		01/30/2002	463367	REGISTERED

	Owner	Country	Application No	Registration Date	Registration No.	Status
abandoned ]						
KNAPENOL [Mark is still registered Our records indicate Osmose allowed this registration to go abandoned ]	Protim Solignum Limited	Germany		01/30/2002	463367	REGISTERED
KNAPENOL [Mark is still registered Our records indicate Osmose allowed this registration to go abandoned ]	Protim Solignum Limited	Hungary		01/30/2002	463367	REGISTERED
KNAPENOL [Mark is still registered Our records indicate Osmose allowed this registration to go abandoned ]	Protim Solignum Limited	IR			463367	REGISTERED
KNAPENOL [Mark is still registered Our records indicate Osmose allowed this registration to go abandoned ]	Protim Solignum Limited	Italy		01/30/2002	463367	REGISTERED
KNAPENOL [Mark is still registered Our records indicate Osmose allowed this registration to go abandoned ]	Protim Solignum Limited	Romania		01/30/2002	463367	REGISTERED
PENTASOL [Mark is still registered Our records indicate Osmose allowed this registration to go abandoned ]	Protim Solignum Ltd	United Kingdom	719920	719920		REGISTERED
PREVAC [Mark is still registered Our records indicate Osmose allowed this registration to go abandoned ]	Protim Solignum Limited	Canada	358414	03/18/1974	TMA198048	REGISTERED
PREVAC [Mark is still registered Our records indicate Osmose allowed this registration to go abandoned ]	Protim Solignum Limited	France	INPI 621263	02/18/1982	N 1198389	REGISTERED
PROTIM [Mark is still registered Our records indicate Osmose allowed this registration to go abandoned ]	Protim Solignum Limited	Canada	359165	03/15/1974	TMA 198188	REGISTERED
SOLIGNUM [Mark is still registered Our records indicate	Protim Solignum Limited	Norway	190000138	10/01/1900	1900138	REGISTERED

	Owner	Country	Application No.	Registration Date	Registration No.	Status
Osmose allowed this registration to go abandoned ]						

**SCHEDULE 5**  
**INSURANCE POLICIES**

<b>Name of Chargor</b>	<b>Insurer</b>	<b>Policy Number</b>	<b>Type of risk insured</b>
Protim Solignum Limited	Zurich (Gallagher Heath Broker)	REDACTED	Global Commercial Combined / All Risks including Property & business interruption UK Terrorism
Protim Solignum Limited	Zurich (Gallagher Heath Broker)	REDACTED	Commercial Motor Policy Motor Fleet
Protim Solignum Limited	Zurich (Gallagher Heath Broker)	REDACTED	Combined Engineering Inspection contract and Plant protection
Protim Solignum Limited	ACE European Group (Gallagher Heath Broker)	REDACTED	Marine Cargo

**SCHEDULE 6****ACCOUNTS**

<b>Name of Chargor</b>	<b>Name and address of institution at which account is held</b>	<b>Account Number</b>	<b>Sort Code</b>
HSBC	OXFORD CORNMARKE T STREET 65 Cornmarket St, OX1 3HY, Oxford England	REDACTED	
HSBC		REDACTED	
HSBC	Thames Valley Commercial Centre Midland House Seacourt West Way Botley Oxford England OX2 0PL	REDACTED	
HSBC	INTERNATIONAL BRANCH 60 Fenchurch Street, EC3M 4BA, London England England UK	REDACTED	
HSBC		REDACTED	

## SCHEDULE 7

### FORMS OF NOTICES

#### Part 1

#### Form of Counterparty Notice

To [insert name and address of counterparty]

Dated [●]

Dear Sirs

**Re: [here identify the relevant Assigned Agreement] (the "Agreement")**

We notify you that Protim Solignum Limited (the "Chargor") has assigned to Credit Suisse AG, Cayman Islands Branch (the "Collateral Agent") for the benefit of itself and certain other banks and financial institutions (the "Secured Parties") all its right, title and interest in the Agreement as security for certain obligations owed by the Chargor to the Secured Parties by way of a supplemental debenture dated [●] 2013 (the "Supplemental Debenture")

We further notify you that

- 1 the Chargor may not agree to amend or terminate the Agreement without the prior written consent of the Collateral Agent to the extent amending or terminating the Agreement would impair the validity or enforceability of the Security provided to the Secured Parties under the Supplemental Debenture,
- 2 you may continue to deal with the Chargor in relation to the Agreement until you receive written notice to the contrary from the Collateral Agent. Thereafter, the Chargor will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Collateral Agent,
- 3 you are authorised to disclose information in relation to the Agreement to the Collateral Agent on request,
- 4 after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Chargor is entitled under the Agreement direct to the Collateral Agent (and not to the Chargor) unless the Collateral Agent otherwise agrees in writing, and
- 5 the provisions of this notice may only be revoked with the written consent of the Collateral Agent

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

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions,
- (b) other than under the Debenture, you have not received notice that the Chargor has assigned its rights under the agreement to a third party or created any other interest (whether by way of security or otherwise) in the agreement in favour of a third party, and

- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Agreement

The provisions of this notice and any non-contractual obligations arising out of or in connection with it are governed by English law

Yours faithfully

for and on behalf of

**Protim Solignum Limited**

*[On acknowledgement copy]*

To **Credit Suisse AG, Cayman Islands Branch**  
Eleven Madison Avenue  
New York, New York 10010

Copy to **Protim Solignum Limited**

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

for and on behalf of

*[insert name of Counterparty]*

Dated

**Part 2**  
**Form of Insurance Notice**

To     *[insert name and address of insurance company]*

Dated   [●]

Dear Sirs

**Re:**   *[here identify the relevant insurance policy(ies)]* (the “Policies”)

We notify you that, Protum Solignum Limited (the “Chargor”) has assigned to Credit Suisse AG, Cayman Islands Branch (the “Collateral Agent”) for the benefit of itself and certain other banks and financial institutions (the “Secured Parties”) all its right, title and interest in the Policies as security for certain obligations owed by the Chargor to the Secured Parties by way of a supplemental debenture dated [●] 2013 (the “Supplemental Debenture”)

We further notify you that

- 1     the Chargor may not agree to amend or terminate the Policies without the prior written consent of the Collateral Agent to the extent amending or terminating the Policies would impair the validity or enforceability of the Security provided to the Secured Parties under the Supplemental Debenture,
- 2     you may continue to deal with the Chargor in relation to the Policies until you receive written notice to the contrary from the Collateral Agent. Thereafter, the Chargor will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Collateral Agent,
- 3     you are authorised to disclose information in relation to the Policies to the Collateral Agent on request, and
- 4     the provisions of this notice may only be revoked with the written consent of the Collateral Agent

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

- (a)   you agree to act in accordance with the provisions of this notice,
- (b)   you have noted the Collateral Agent’s interest as first chargee on each of the Policies,
- (c)   after receipt of written notice in accordance with paragraph 2 above, you will pay all monies to which the Chargor is entitled under the Policies direct to the Collateral Agent (and not to the Chargor) unless the Collateral Agent otherwise agrees in writing,
- (d)   you will not cancel or otherwise allow the Policies to lapse without giving the Collateral Agent not less than 14 days written notice,
- (e)   other than under the Debenture, you have not received notice that the Chargor has assigned its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party, and



- (f) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Policies

The provisions of this notice and any non-contractual obligations arising out of or in connection with it are governed by English law

Yours faithfully

for and on behalf of  
**Protim Solignum Limited**

*[On acknowledgement copy]*

To **Credit Suisse AG, Cayman Islands Branch**  
Eleven Madison Avenue  
New York, New York 10010

Copy to **Protim Solignum Limited**

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

for and on behalf of  
*[insert name of insurance company]*

Dated [●]

**Part 3**

**Form of Account Notice**

To     *[insert name and address of Account Bank]* (the “**Account Bank**”)

Dated   [●]

Dear Sirs

**Re:   Security over Accounts**

We notify you that Protim Solignum Limited (the “**Chargor**”) and certain other companies (if any) identified in the schedule to this notice (together, the “**Customers**”) charged to Credit Suisse AG, Cayman Islands Branch (the “**Collateral Agent**”) for the benefit of itself and certain other banks and financial institutions all their right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by the Customers (the “**Charged Accounts**”) and to all interest (if any) accruing on the Charged Accounts by way of a supplemental debenture dated [●] 2013 (the “**Supplemental Debenture**”)

- 1       We irrevocably authorise and instruct you
  - (a)     to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Collateral Agent and to pay all or any part of those monies to the Collateral Agent (or as it may direct) promptly following receipt of written instructions from the Collateral Agent to that effect, and
  - (b)     to disclose to the Collateral Agent any information relating to the Customers and the Charged Accounts which the Collateral Agent may from time to time request you to provide
- 2       We also advise you that
  - (a)     the Customers may make withdrawals from the Charged Accounts until such time as the Collateral Agent shall notify you (with a copy to the Chargor) in writing that the Collateral Agent’s permission is withdrawn. That permission may be withdrawn or modified by the Collateral Agent in its absolute discretion at any time in accordance with the terms of the Supplemental Debenture, and
  - (b)     the provisions of this notice may only be revoked or varied with the prior written consent of the Collateral Agent
- 3       Please sign and return the enclosed copy of this notice to the Collateral Agent (with a copy to the Chargor) by way of your confirmation that
  - (a)     you agree to act in accordance with the provisions of this notice,
  - (b)     you have not received notice that any Customer has assigned its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party,
  - (c)     other than under the Debenture, you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit

balances pursuant to current account netting arrangements previously approved in writing by the Collateral Agent, and

- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Charged Accounts

The provisions of this notice and any non-contractual obligations arising out of or in connection with it are governed by English law

Yours faithfully

for and on behalf of  
**Protim Solignum Limited**

	<b>Schedule</b>	
<b>Customer</b>	<b>Account Number</b>	<b>Sort Code</b>
[•]	[•]	[•]

*[On acknowledgement copy]*

To **Credit Suisse AG, Cayman Islands Branch**  
Eleven Madison Avenue  
New York, New York 10010

Copy to **Protim Solignum Limited**

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs 3(a) to (d) above

for and on behalf of

*[insert name of account bank]*

Dated [•]

## **SCHEDULE 8**

### **FORM OF SECURITY ACCESSION DEED**

**THIS SECURITY ACCESSION DEED** is made on [●]

#### **BETWEEN**

- (1) [●] **Limited**, a company incorporated in England and Wales with registered number [●] (the “**New Chargor**”), and
- (2) **Credit Suisse AG, Cayman Islands Branch** as security trustee for itself and the other Secured Parties (the “**Collateral Agent**”)

#### **RECITAL**

This deed is supplemental to a supplemental debenture dated [●], 2013 between, among others, the Chargors named therein and the Collateral Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the “**Supplemental Debenture**”)

**NOW THIS DEED WITNESSES** as follows

#### **1 INTERPRETATION**

##### **1.1 Definitions**

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

##### **1.2 Construction**

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Supplemental Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Supplemental Debenture were references to this deed

#### **2 ACCESSION OF NEW CHARGOR**

##### **2.1 Accession**

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

##### **2.2 Covenant to pay**

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

##### **2.3 Specific Security**

- (a) The New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Collateral Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest

- (i) by way of first legal mortgage

- (ii) all Property now belonging to or vested in it (including any property specified in Schedule 1 (*Properties*)), and
- (iii) all the Shares and Investments and all corresponding Related Rights,
- (b) by way of fixed charge
  - (i) all other interests (not effectively charged under Clause 2.3(a)) in any Property and the benefit of all other agreements relating to land,
  - (ii) all of its right, title and interest in the Intellectual Property,
  - (iii) all of its right, title and interest in the Equipment,
  - (iv) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables,
  - (v) all monies standing to the credit of the Accounts and any other Accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in and to those accounts,
  - (vi) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts,
  - (vii) all of its rights and interest in the Hedge Bank Agreements,
  - (viii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets,
  - (ix) its goodwill and uncalled capital, and
  - (x) if not effectively assigned by Clause 2.5 (*Security Assignment*), all its rights, title and interest in (and claims under) the Insurance Policies and the Assigned Agreements

#### 2.4 Floating charge

As further security for the payment of the Secured Obligations, the New Chargor charges with full title guarantee in favour of the Collateral Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets and rights not effectively charged by way of fixed charge under Clause 2.3 (*Specific Security*) or assigned under Clause 2.5 (*Security Assignment*), including heritable property

#### 2.5 Security Assignment

As further security for the payment of the Secured Obligations, the New Chargor assigns absolutely with full title guarantee to the Collateral Agent all its rights, title and interest in

- (a) the Insurance Policies, and
- (b) the Assigned Agreements,

(subject in each case to reassignment by the Collateral Agent to the new Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations)

**3 CONSENT OF EXISTING CHARGORS**

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Supplemental Debenture

**4 CONSTRUCTION OF SUPPLEMENTAL DEBENTURE**

The Supplemental Debenture and this deed shall be read together as one instrument on the basis that references in the Supplemental Debenture to "this deed" or "this Supplemental Debenture" will be deemed to include this deed

**5 NOTICES**

The New Chargor confirms that its address details for notices in relation to the Supplemental Debenture are as follows

Address [•]

Facsimile [•]

Attention [•]

**6 GOVERNING LAW**

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

**IN WITNESS** whereof this deed has been duly executed on the date first above written

**SIGNATORIES TO DEED OF ACCESSION**

**THE NEW CHARGOR**

**EXECUTED as a DEED by**

*[Name of New Chargor]* acting by

**[•]** as Director \_\_\_\_\_

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

**Notice Details**

Address **[•]**

Facsimile **[•]**

Attention **[•]**

**THE COLLATERAL AGENT**

**EXECUTED as a DEED by**

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**

By

Name

Title

**SCHEDULES TO DEED OF ACCESSION**

**SCHEDULE 1**

**PROPERTIES**

**[•]**

**SCHEDULE 2**

**SHARES AND INVESTMENTS**

**[•]**

**SCHEDULE 3**

**INTELLECTUAL PROPERTY**

**[•]**

**SCHEDULE 4**

**EQUIPMENT**

**[•]**

**SCHEDULE 5**

**ACCOUNTS**

**[•]**

**SCHEDULE 6**

**INSURANCE POLICIES**

**[•]**



**SCHEDULE 9**  
**ASSIGNED AGREEMENTS**

<b>Name of Chargor</b>	<b>Description of Agreement</b>
Protim Solignum Limited	Intercompany loan with Osmose Spain S L and Protim Solignum Limited as lender
Protim Solignum Limited	Intercompany loan with Protim Osmose Limited, Ireland and Protim Solignum Limited as lender
Protim Solignum Limited	Intercompany loan with Protim Solignum (South Africa) Pty Ltd and Protim Solignum Limited as lender

**SIGNATORIES TO SUPPLEMENTAL DEBENTURE**

**THE CHARGORS**

**EXECUTED as a DEED by**

**PROTIM SOLIGNUM LIMITED**

Acting by **REDACTED**  
Name STUART JEPSON

Witness **REDACTED**  
Name JOE DELANEY  
Address **REDACTED**  
Occupation SECRETARY

**THE COLLATERAL AGENT**

**EXECUTED as a DEED by  
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**

By **REDACTED**

Name ~~Keyin Buddhew~~

Title Authorized Signatory

**REDACTED**  
By:

Name Alex Verdone

Title Authorized Signatory