

**DATED** 9 February **2021**

**ARES MANAGEMENT LIMITED**  
**(as the Security Agent)**

and

**SAINTMICHELCO LIMITED**  
**(as the Grantor)**

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**SECURITY AGREEMENT**  
**(relating to all present and after-acquired intangible movable property)**

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**B E D E L L**  
**C R I S T I N**

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THIS SECURITY AGREEMENT is made the 9th day of February 2021

**BETWEEN:**

- (1) **ARES MANAGEMENT LIMITED** acting as security trustee for the Secured Parties (as defined below) (the "**Security Agent**"); and
- (2) **SAINTMICHELCO LIMITED** a company incorporated under the laws of Jersey with registered number 128540 (the "**Grantor**").

**RECITALS:**

- (A) The Lenders have agreed (inter alia) to make available to the Borrower term and revolving facilities on the terms and conditions set out in the Original Facilities Agreement and pursuant to its terms, the Grantor entered into the Existing Security Agreement.
- (B) This Agreement is being entered into by the Grantor in connection with the amendment and restatement of the Original Facilities Agreement pursuant to which the Secured Liabilities are increasing.
- (C) It is a condition precedent under the Second Amendment and Restatement Agreement that the Grantor executes and delivers this Agreement in favour of the Security Agent.
- (D) The Security Agent has been appointed to act as security trustee for and on behalf of the Secured Parties.
- (E) This Agreement includes the terms of and constitutes a security agreement in accordance with the provisions of the Security Law.
- (F) The Grantor has agreed to grant a security interest in all of its present and after-acquired property that is intangible movable property on the terms and conditions set out in this Agreement.

**IT IS AGREED AS FOLLOWS:**

1. **DEFINITIONS AND INTERPRETATION**

(1) **Definitions**

Unless the context otherwise requires, words or expressions defined in the Facilities Agreement shall have the same meanings in this Agreement and this construction shall survive the termination of the Facilities Agreement. In addition, in this Agreement (including, without limitation, the recitals), the following words and expressions shall, except where the context otherwise requires, have the following meanings:

- (a) "**Account Bank**" means any bank or other deposit-taking institution (other than the Security Agent) at which the Grantor maintains any present or future deposit account in Jersey;
- (b) "**account debtor**" shall have the meaning given to it in Article 1 of the Security Law;
- (c) "**after-acquired property**" shall have the meaning given to it in Article 19(4) of the Security Law;

- (d) "**bankrupt**" shall have the meaning given to it in Article 8 of the Interpretation Law and shall also include any proceedings of a similar nature in any place outside Jersey and "**bankruptcy**" shall be construed accordingly;
- (e) "**Collateral**" means all present and future intangible movable property of any nature or description whatsoever (whether situated in Jersey or anywhere else in the world) in or to which the Grantor has, or after the date of this Agreement acquires, any rights, title or interest;
- (f) "**deposit account**" shall have the meaning given to it in Article 1 of the Security Law;
- (g) "**Declared Default**" shall have the meaning given to it in the Facilities Agreement;
- (h) "**Event of Default**" shall have the meaning given to it in the Facilities Agreement;
- (i) "**Existing Security Agreement**" means the Jersey law security agreement relating to all present and after-acquired intangible movable property dated 24 March 2019 and made between (1) the Security Agent and (2) the Grantor;
- (j) "**Facilities Agreement**" means the Original Facilities Agreement as amended and restated pursuant to the Second Amendment and Restatement Agreement;
- (k) "**Finance Document**" shall have the meaning given to it in the Facilities Agreement;
- (l) "**financing change statement**" shall have the meaning given to it in Article 1 of the Security Law;
- (m) "**financing statement**" shall have the meaning given to it in Article 1 of the Security Law;
- (n) "**further advance**" shall have the meaning given to it in Article 33(4) of the Security Law;
- (o) "**intangible movable property**" shall have the meaning given to it in Article 1 of the Security Law;
- (p) "**Intercreditor Agreement**" means the Original Intercreditor Agreement as amended and restated by the amendment and restatement deed relating to an intercreditor agreement dated 28 August 2020 and made between, amongst others, (1) the Agent, (2) the financial institutions listed in Part A of Schedule 1 thereto (as original senior lenders), (3) the Parent (as parent) and (4) the Security Agent;
- (q) "**Interpretation Law**" means the Interpretation (Jersey) Law 1954;
- (r) "**investment security**" shall have the meaning given to it in Article 1 of the Security Law;
- (s) "**Issuer Documents**" means, in relation to any issuer of any investment securities which are subject to the security interest constituted by or pursuant to this Agreement, the following documents and registers:
  - (i) the constitutional documents of the issuer of such investment securities;
  - (ii) any statutory or regulatory authorisation or consent issued in respect of such investment securities; and

- (iii) any register of title or register evidencing title relating to such investment securities showing such investment securities as being registered in the name of the Grantor;
- (t) "**Original Facilities Agreement**" means the senior and term revolving facilities agreement dated 24 March 2019 as amended and restated on 28 August 2020 and made between (1) the Parent (as parent), (2) the Grantor (as company), (3) the entity listed in Part A of Schedule 1 thereto (as original borrower), (4) the entities listed in Part A of Schedule 1 thereto (as original guarantors), (5) Ares Management Limited (as underwriter and lead arranger), (6) the financial institutions listed in Part B of Schedule 1 thereto (as original lenders), (7) Ares Management Limited as agent of the Arranger and the Lenders (as defined therein) (as agent) (the "**Agent**") and (8) the Security Agent;
- (u) "**Original Intercreditor Agreement**" means the intercreditor agreement dated 24 March 2019 and made between, amongst others, (1) the Agent, (2) the financial institutions listed in Part A of Schedule 1 thereto (as original senior lenders), (3) the Parent (as parent) and (4) the Security Agent;
- (v) "**Parent**" means LarvottoCo Limited a company incorporated under the laws of Jersey with registered number 128569;
- (w) "**Party**" means a party to this Agreement;
- (x) "**Powers of Attorney Law**" means the Powers of Attorney (Jersey) Law 1995;
- (y) "**receivable**" shall have the meaning given to it in Article 1 of the Security Law;
- (z) "**Second Amendment and Restatement Agreement**" means the amendment and restatement agreement relating to the Original Facilities Agreement dated on or about the date of this Agreement and made between (1) the Parent (as parent), (2) the Grantor (as company), (3) Ares Management Limited (as underwriter and lead arranger), (4) the subsidiaries of the Parent listed in Part 1 of Schedule 1 thereto (as borrowers), (5) the subsidiaries of the Parent listed in Part 2 of Schedule 1 (as guarantors), (6) the financial institutions listed in Schedule 2 (as lenders and original alternative lenders), (7) the Agent and (8) the Security Agent;
- (aa) "**Secured Liabilities**" means all the Liabilities (as defined in the Intercreditor Agreement) and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor (each as defined in the Intercreditor Agreement) to any Secured Party under the Debt Documents (as defined in the Intercreditor Agreement), in each case both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity;
- (bb) "**Secured Parties**" shall have the meaning given to it in the Intercreditor Agreement;
- (cc) "**securities account**" shall have the meaning given to it in Article 1 of the Security Law;
- (dd) "**Security Law**" means the Security Interests (Jersey) Law 2012;
- (ee) "**security interest**" shall have the meaning given to it in Article 1A of the Security Law;
- (ff) "**Security Period**" means the period beginning on the date of this Agreement and ending on the first date on which all Senior Creditor Liabilities (as defined in the Intercreditor Agreement) have been fully and finally discharged whether or

not as the result of an enforcement, and the Senior Creditors (as defined in the Intercreditor Agreement) are under no further obligation to provide financial accommodation to any of the Debtors under the Debt Documents (each as defined in the Intercreditor Agreement); and

(gg) "**verification statement**" shall have the meaning given to it in Article 1 of the Security Law.

(2) **Interpretation**

In this Agreement, unless the context otherwise requires:

- (a) words in the singular shall include the plural and words in the plural shall include the singular;
- (b) this "**Agreement**" shall mean and extend to every separate and independent stipulation contained herein including, without limitation, the parties clause, the recitals and the Schedules (if any);
- (c) words denoting any gender shall include all genders;
- (d) words following the terms "**include**" and "**including**" or any similar term are only illustrative and shall not limit the meaning of words preceding such terms;
- (e) Clause headings are used for convenience only and shall not affect the construction or interpretation of this Agreement;
- (f) references to Clauses and Schedules (if any) are to be construed as references to the Clauses of and the Schedules (if any) to this Agreement;
- (g) references to the Security Agent or the Grantor or any other person shall include their respective successors, assignees and transferees;
- (h) no Clause or provision of this Agreement shall limit the operation of another Clause or provision of this Agreement;
- (i) references to any agreement or document (including, without limitation, any Finance Document) shall include references to such agreement or document as amended, varied, supplemented, restated, novated or replaced from time to time (howsoever fundamentally and whether or not in the contemplation of the Parties on the date of this Agreement) including, without limitation and in relation to any Finance Document, any such amendment, variation, supplement, restatement, novation or replacement which increases, extends (whether as to maturity or otherwise) or changes the purpose of any facility or amount made available under any Finance Document or which makes available any new or additional facility under any Finance Document;
- (j) references to a Finance Document shall include any agreement or document designated as a Finance Document from time to time on or after the date of this Agreement in accordance with the Facilities Agreement notwithstanding that such designated Finance Document may relate to fundamental obligations and notwithstanding that such designated Finance Document may not have been in the contemplation of the Parties on the date of this Agreement;
- (k) references to a person shall include 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);
- (l) references to any legislation (or to any provision of any legislation) shall include any modification or re-enactment of such legislation, any legislation enacted in

substitution for such legislation and any enactment issued under such legislation;

- (m) references to the Collateral shall include any part thereof;
- (n) any covenant of the Grantor under this Agreement shall remain in force during the Security Period or such longer period as may be specified in this Agreement;
- (o) the Parties designate this Agreement as a Finance Document;
- (p) the provisions of clause 23 (Notices) of the Intercreditor Agreement shall apply to this Agreement;
- (q) notwithstanding anything to the contrary in this Agreement, the Parties to this Agreement agree that the entry into this Agreement by the Grantor and the performance by the Grantor of its obligations under this Agreement shall not cause any breach of or event of default under or in relation to the Existing Security Agreement; and
- (r) any reference in this Agreement to the security interests created herein being first ranking, first priority or equivalent shall be subject to the security interests created under the Existing Security Agreement and any obligation under this Agreement to deliver any document or to take any action shall be satisfied to the extent such document has been delivered or such action has been taken under the Existing Security Agreement.

(3) **Intercreditor Agreement**

This Agreement is subject to the terms of the Intercreditor Agreement. To the extent that there is an inconsistency between this Agreement and the Intercreditor Agreement, the Intercreditor Agreement shall prevail.

2. **SECURITY INTEREST**

- (1) The Grantor hereby covenants with the Security Agent to pay and perform the Secured Liabilities when due for payment and performance.
- (2) In order to provide continuing security for the payment and performance of the Secured Liabilities, the Grantor hereby creates in favour of the Security Agent (subject only to the Existing Security Agreement) a first ranking security interest under the Security Law in or over all of its present and future rights, title and interest in and to the Collateral.
- (3) The Grantor acknowledges and agrees that value (as defined in the Security Law) has been given in respect of this Agreement.
- (4) It is acknowledged and agreed by the Parties that the Parties have not entered into (i) any agreement referred to in Article 18(1) of the Security Law which defers or delays any attachment of the security interest constituted by or pursuant to this Agreement or (ii) any agreement to the contrary referred to in Article 19(2) of the Security Law.
- (5) The Grantor shall remain liable to perform all the obligations assumed by it in relation to the Collateral and the Security Agent shall not be under any obligation or liability of any kind under or in connection with the Collateral. If the Grantor does not perform any of its obligations in relation to the Collateral, the Security Agent may do so. The Grantor acknowledges and agrees that the Security Agent shall have no obligation to preserve or enhance the Collateral or its value.
- (6) To the extent that any Collateral does not fall within the intangible movable property referred to in Article 4(a) of the Security Law, the Parties agree for the purposes of Article 5 of the Security Law that this Agreement shall apply to such Collateral.

- (7) If the Grantor has any present or future rights, title and interest in and to any present or future receivable, then to the extent possible under law, the security interest in relation to such rights, title and interest under Clause 2(2) shall take effect as an assignment by way of security so that all such present and future rights, title and interest in and to any present and future receivable are assigned by the Grantor to the Security Agent pursuant to this Agreement subject to a right of re-assignment on the expiry of the Security Period. The Grantor undertakes to execute and deliver to the Security Agent within five Business Days of the attachment of such security interest any undated notices of assignment in such form as the Security Agent may require from time to time addressed to each account debtor of the applicable receivables. If the Grantor fails to do so, the Security Agent may sign and/or date any such notices of assignment and deliver any such notices to the applicable addressees thereof. If any such assignment by way of security is not possible under law, then the security interest over the applicable rights, title and interest will not be effected as an assignment by way of security and instead will remain as effected by Clause 2(2).

3. **GENERAL COVENANTS**

The Grantor agrees and covenants:

- (1) to use reasonable endeavours to procure the discharge of any financing statement that is registered against it by any person (other than the Security Agent) including, without limitation, any such registration made at any time on or before the date of this Agreement; and
- (2) to exercise its rights under Article 85 of the Security Law in respect of any security interest granted in favour of any person (other than the Security Agent) in such manner as the Security Agent may request from time to time and to promptly deliver to the Security Agent a copy of any documents given to the Grantor pursuant to Article 85 of the Security Law.

4. **RECEIVABLES**

- (1) Until a Declared Default, the Grantor may deal with, pay, capitalise, set off, compromise or forgive its material trade or intercompany receivables in the ordinary course of business in accordance with the terms of the Facilities Agreement and the Intercreditor Agreement.
- (2) Following a Declared Default:
- (a) the Grantor shall not exercise any right, power or remedy under or in connection with any material trade or intercompany receivables without the prior written consent of the Security Agent or unless directed to do so in accordance by the Security Agent from time to time;
- (b) if the Grantor receives any payment under or in connection with any material trade or intercompany receivables, it will forthwith pay such payment to the Security Agent and the Security Agent shall be entitled to apply such payment in or towards the payment or discharge of the Secured Liabilities in accordance with the provisions of the Intercreditor Agreement;
- (c) the Security Agent shall be entitled (but not obliged), without notice or further demand and at the cost of the Grantor, to exercise all the rights, powers and remedies of the Grantor under or in connection with any material trade or intercompany receivables and, in any event, shall have the right to:
- (i) collect, recover, compromise and give a good discharge for any and all moneys and claims payable under or in connection with any material trade or intercompany receivables; and



- (ii) apply any moneys received by the Security Agent in respect of any material trade or intercompany receivables in or towards the payment or discharge of the Secured Liabilities in accordance with the provisions of the Intercreditor Agreement.

**5. DEPOSIT ACCOUNTS**

- (1) Where any deposit account of the Grantor is maintained with an Account Bank, the Grantor shall within five Business Days of the date of this Agreement (or if a deposit account of the Grantor is opened with an Account Bank after the date of this Agreement within five Business Days of the date of opening such deposit account) sign and deliver to the relevant Account Bank a notice in relation to such deposit account in form and substance acceptable to the Security Agent (acting reasonably). The Grantor shall use its reasonable endeavours to procure that the relevant Account Bank shall execute and deliver a duly completed acknowledgement with respect to any such notice in form and substance acceptable to the Security Agent (acting reasonably) within 60 days of service.
- (2) Where any deposit account of the Grantor is maintained with an Account Bank, the Grantor shall, without prejudice to any other provision of this Agreement, following a Declared Default promptly execute such notices or other documents as the Security Agent may require in order to:
  - (a) transfer (without exercising any power of enforcement) such deposit account into the name of the Security Agent with the written agreement of the relevant Account Bank;
  - (b) obtain the written agreement of the relevant Account Bank to comply with instructions from the Security Agent directing the disposition of funds in such deposit account; or
  - (c) assign (by way of security) such deposit account to the Security Agent and give notice of such assignment to the relevant Account Bank.
- (3) Until a Declared Default the Grantor may deal with any deposit account (other than a deposit account that is a mandatory prepayment account or cash collection account pursuant to the Facilities Agreement) in the ordinary course of its business:
- (4) Following a Declared Default:
  - (a) the Grantor shall not make any withdrawal or transfer from any deposit account of the Grantor;
  - (b) the Security Agent may give notice to any Account Bank terminating any right of the Grantor to make any withdrawal or transfer from any deposit account of the Grantor which is maintained with such Account Bank; and
  - (c) the Security Agent may vary or replace any mandate relating to any deposit account of the Grantor which is maintained at any Account Bank as the Security Agent sees fit. Without prejudice to the generality of the foregoing, any such varied or replaced mandate may provide that the Security Agent shall have sole signing rights in relation to the relevant deposit account.

**6. INVESTMENT SECURITIES**

- (1) The Grantor shall on the date of this Agreement deliver to the Security Agent all certificates which are in its possession or control relating to any investment securities which constitute the whole or any part of the Collateral together with undated and signed duly completed instruments of transfer in respect of such investment securities in a form acceptable to the Security Agent. The Grantor shall promptly deliver to the

Security Agent all certificates which come into its possession or control after the date of this Agreement relating to any investment securities which constitute the whole or any part of the Collateral together with undated and signed duly completed instruments of transfer in respect of such investment securities in a form acceptable to the Security Agent and a copy of each applicable Issuer Document.

- (2) Without prejudice to Clause 6(1), the Grantor shall promptly after any request is made by the Security Agent do all things necessary to ensure that the Security Agent has control for the purposes of Article 3 of the Security Law in respect of any investment securities which constitute the whole or any part of the Collateral (including, without limitation, following a Declared Default, to ensure the Security Agent becomes the registered holder of such investment securities).
- (3) Until a Declared Default the Grantor:
  - (a) may exercise all voting and other rights and powers in respect of any investment security which constitutes the whole or any part of the Collateral in a manner which does not adversely affect the validity or enforceability of the security interest created by or pursuant to this Agreement in respect of such Collateral or cause an Event of Default to occur; and
  - (b) may receive distributions or payments in respect of any investment security which constitutes the whole or any part of the Collateral (subject to the terms of the Facilities Agreement).
- (4) Following a Declared Default:
  - (a) the Grantor (unless directed in accordance with Clause 6(4)(c)) shall not exercise any voting rights or any other rights and powers attached to or arising from any investment security which constitutes the whole or any part of the Collateral and instead the Security Agent shall have the right to exercise all voting rights and all other rights and powers attached to or arising from such investment security;
  - (b) the Grantor shall forthwith upon the request of the Security Agent, appoint the Security Agent as its proxy or corporate representative in accordance with any applicable provisions of the constitutional documents of the issuer of any investment security which constitutes the whole or any part of the Collateral in order to enable the Security Agent to exercise all voting rights in relation to such investment security;
  - (c) the Grantor shall exercise the right to vote and all other rights and powers attached to or arising from any investment security which constitutes the whole or any part of the Collateral as directed by the Security Agent from time to time; and
  - (d) if the Grantor receives any distribution or payment in respect of any investment security which constitutes the whole or any part of the Collateral, it will forthwith transfer or pay such distribution or payment to the Security Agent and the Security Agent shall be entitled to apply such distribution or payment in accordance with the provisions of the Intercreditor Agreement.
- (5) To the extent that it is within the power of the Grantor to do so, the Grantor shall at all times procure that where any shares have been issued by a company incorporated under the laws of Jersey or any units have been issued by any trustee of a unit trust established under the laws of Jersey and such shares or units constitute the whole or any part of the Collateral, the only register of members or (as the case may be) unitholders shall at all times be kept and maintained in Jersey.

## 7. ENFORCEMENT

- (1) The power of enforcement in respect of the security interest constituted by or pursuant to this Agreement shall become exercisable when a Declared Default has occurred and the Security Agent has served on the Grantor written notice specifying the Event of Default giving rise to the Declared Default.
- (2) The Security Agent may exercise the power of enforcement in respect of the security interest constituted by or pursuant to this Agreement by doing any of the matters set out in Article 43(2) of the Security Law. Without prejudice to the generality of the foregoing, the Security Agent may instruct any Account Bank from time to time to pay all or any sums standing to the credit of any deposit account of the Grantor to the Security Agent.
- (3) The Security Agent shall not appropriate the Collateral or any part thereof unless the Security Agent has given notice in accordance with Article 44(1) of the Security Law to the persons entitled to receive such notice under Article 44(1) of the Security Law. The Grantor unconditionally and irrevocably waives any right to receive any such notice. Accordingly, the Grantor acknowledges and agrees that it does not have any right to receive any notice pursuant to Article 44(1) of the Security Law.
- (4) The Security Agent shall not sell the Collateral or any part thereof unless the Security Agent has given notice in accordance with Article 44(2) of the Security Law to the persons entitled to receive such notice under Article 44(2) of the Security Law. The Grantor unconditionally and irrevocably waives any right to receive any such notice. Accordingly, the Grantor acknowledges and agrees that it does not have any right to receive any notice pursuant to Article 44(2) of the Security Law. It is further acknowledged and agreed that the Security Agent does not have to give any notice under Article 44(2) of the Security Law to any person in circumstances where Article 44(3) of the Security Law applies.
- (5) The power of enforcement in respect of the security interest constituted by or pursuant to this Agreement shall be exercisable by the Security Agent in such manner, at such time, at such intervals and for such cash or other consideration (whether payable immediately, by instalments or otherwise deferred) as the Security Agent may in its absolute discretion deem appropriate and with all the powers of a beneficial owner. Without prejudice to the generality of the foregoing, the Security Agent may sell the whole or any part of the Collateral without giving any representation or warranty of any nature whatsoever in favour of the purchaser of such Collateral and the Security Agent may sell the whole or any part of the Collateral to itself or any subsidiary of the Security Agent or any subsidiary of any holding body of the Security Agent.
- (6) The power of enforcement in respect of the security interest constituted by or pursuant to this Agreement may be exercised in respect of the whole or any part of the Collateral and may be exercised any number of times.
- (7) Unless otherwise required by law, any amount or value received or recovered by the Security Agent as a result of exercising the power of enforcement in respect of the security interest constituted by or pursuant to this Agreement shall be applied by the Security Agent in or towards payment or discharge of the Secured Liabilities in accordance with the provisions of the Intercreditor Agreement. If any surplus arises as described in Article 51 of the Security Law, then the Security Agent shall either apply such surplus in accordance with Article 49 of the Security Law or pay such surplus into court pursuant to Article 50 of the Security Law. If the Security Agent elects to apply any surplus in accordance with Article 49 of the Security Law, the Security Agent shall not be liable for any failure to apply the surplus in accordance with Article 49 of the

Security Law provided that the Security Agent sought to comply with Article 49 of the Security Law in good faith and after having made reasonable enquiries.

- (8) No purchaser or other person shall be bound or concerned to see or enquire whether the Security Agent may exercise the power of enforcement in respect of the security interest constituted by or pursuant to this Agreement or with the propriety of the exercise or purported exercise of such power of enforcement.
- (9) Any amount received or recovered by the Security Agent as a result of exercising the power of enforcement in respect of the security interest constituted by or pursuant to this Agreement may be placed in a suspense account for so long as the Security Agent thinks fit. When the Security Agent withdraws any moneys from any such suspense account, such moneys shall be applied in accordance with Clause 7(7).
- (10) The Grantor shall have no right or claim against the Security Agent in respect of any loss arising out of the exercise of, or a failure to exercise, the power of enforcement in respect of the security interest constituted by or pursuant to this Agreement howsoever such loss may have been caused and in the case of the appropriation or sale of the Collateral whether or not a better value or price might have been obtained and whether or not the Grantor or any other person may have benefited from a delay or advancement of the exercise of the power of enforcement.
- (11) The Security Agent shall be under no liability or obligation to the Grantor arising out of any failure to preserve, maintain or enhance the value of the Collateral or any rights relating to the Collateral.
- (12) The Grantor irrevocably and unconditionally waives any right which it may have under Article 54 of the Security Law to reinstate this Agreement. Accordingly, the Grantor does not have (and shall not seek to exercise) any right of reinstatement under the Security Law.
- (13) The Security Agent will only be accountable, and the Grantor will only be entitled to be credited, for the actual moneys or value received by the Security Agent arising from the sale, appropriation or other realisation of the Collateral.
- (14) If the value of the Collateral appropriated or the proceeds of sale or other realisation of the Collateral is insufficient to pay or discharge the Secured Liabilities in full, the Grantor shall remain liable for any such deficiency or shortfall.
- (15) Without prejudice to any other right or power which the Security Agent may have under the Security Law or this Agreement, the Security Agent may redeem any prior security interest in the whole or any part of the Collateral. If the Security Agent is not subrogated to the rights of any secured party whose security interest is so redeemed, then the Grantor shall indemnify (and keep indemnified) the Security Agent on demand against all amounts paid or payable by the Security Agent in connection with any such redemption. Any such redemption by the Security Agent may be effected at any time including, without limitation, before the power of enforcement becomes exercisable in accordance with Clause 7(1).
- (16) If any Clause of this Agreement expressly provides that the Security Agent may act or exercise rights in relation to any Collateral following a Declared Default, then the Security Agent may exercise its rights under any such Clause in accordance with Clause 7(1) and the exercise of such rights shall constitute actions or remedies for the purposes of Article 43(2)(c) or Article 43(2)(d) of the Security Law.

## 8. **POWER OF ATTORNEY**

- (1) In accordance with Article 5(2)(a) of the Powers of Attorney Law, for the purpose of facilitating the exercise of the powers of the Security Agent under the Security Law and

of the powers given pursuant to this Agreement, the Grantor irrevocably appoints the Security Agent as the Grantor's attorney (with full power of substitution in accordance with Article 8 of the Powers of Attorney Law) for the Grantor and in the name and on behalf of the Grantor:

- (a) to sign, execute, seal, deliver, register and perfect any instruments, agreements, documents, notices, transfers, orders and directions whatsoever which the Security Agent may require for creating, perfecting, maintaining or enforcing the security interest constituted (or intended to be constituted) by or pursuant to this Agreement; and
  - (b) to sign, execute, seal, deliver, register and perfect any instruments, agreements, documents, notices, transfers, orders and directions whatsoever required by the Security Agent, and to do any such other acts and things as the Security Agent may require, in order to obtain the full benefit (or intended benefit) of this Agreement and of the rights, powers and discretions granted (or intended to be granted) by or pursuant to this Agreement or the Security Law.
- (2) The Grantor hereby covenants with the Security Agent to ratify and confirm any exercise or purported exercise of the power of attorney granted in Clause 8(1).
  - (3) The power of attorney granted in Clause 8(1) shall only be exercisable following the occurrence of a Declared Default or if the Grantor has failed to comply with an obligation pursuant to clause 26.35 (Further Assurance) of the Facilities Agreement within five Business Days of being notified of that failure (with a copy of that notice being sent to the Parent) and being requested to comply.

9. **REINSTATEMENT OF SECURITY**

If any discharge or release of any of the Secured Liabilities or any security for the Secured Liabilities is made in whole or in part on the basis of any payment, security or other disposition which is subsequently avoided, reduced or otherwise set aside on the bankruptcy, liquidation or dissolution of any person or otherwise howsoever:

- (1) the liability of the Grantor under, and the security interest constituted by or pursuant to, this Agreement will continue or be reinstated as if that discharge or release had not occurred; and
- (2) the Security Agent and the Grantor will be restored to the position in which each would have been, and will be entitled to exercise all the rights which each would have had, if that discharge or release had not been made (and the security interest constituted by or pursuant to this Agreement had not been released).

10. **NO IMPAIRMENT**

The obligations of the Grantor under this Agreement, and the security interest constituted by or pursuant to this Agreement, shall not be discharged, released, impaired, prejudiced or otherwise affected in any way by:

- (1) any amalgamation, reorganisation, reconstruction or merger of or relating to the Grantor or any other person;
- (2) any act or omission by the Security Agent in taking up, perfecting or enforcing any security, indemnity, guarantee or other claim from or against the Grantor or any other person;
- (3) any defect in or any termination, amendment, variation, novation, restatement or supplement of or to any Finance Document or any other document;

- (4) any time, indulgence, waiver or consent being granted to the Grantor or any other person by the Security Agent or any other person;
- (5) any insolvency, bankruptcy, liquidation, administration, receivership or winding up relating to the Grantor or any other person;
- (6) any composition or arrangement being made with the Grantor or any other person;
- (7) the death, incapacity, lack of authority, limitation or disability relating to the Grantor or any other person;
- (8) any change in the name, constitution, members, partners or status of the Grantor or any other person;
- (9) any release, termination, frustration, non-provability, illegality, invalidity or unenforceability of any obligation of the Grantor or any other person under or in connection with any Finance Document or any other document;
- (10) any variation, extension, compromise, discharge, release, dealing with, exchange or renewal of any right or remedy which the Security Agent or any other person may at any time have against the Grantor or any other person;
- (11) any non-observance of any formality or other requirement in respect of any Finance Document;
- (12) any refusal or neglect to perfect, take up or enforce any rights against, or security over, any asset of the Grantor or any other person;
- (13) any failure to realise the full value of any security; or
- (14) any other act, omission or circumstance which but for this provision might operate to exonerate or discharge the Grantor or reduce or extinguish its liability under this Agreement or release or discharge the security interest constituted by or pursuant to this Agreement.

**11. TACKING AND CURRENT ADVANCES**

- (1) The Parties acknowledge that the Secured Liabilities include obligations and liabilities in respect of further advances.
- (2) The security interest constituted by or pursuant to this Agreement shall have the same priority in relation to all Secured Liabilities.
- (3) The security interest constituted by or pursuant to this Agreement shall not be extinguished by the repayment of any current advance from time to time. Accordingly, the security interest constituted by or pursuant to this Agreement shall constitute a continuing security and will extend to the ultimate balance of the Secured Liabilities from time to time notwithstanding any intermediate payment or discharge in whole or in part.

**12. RECONSTRUCTION OR REORGANISATION**

The rights of the Security Agent shall not be affected or prejudiced in any way by any change in its constitution or by its reconstruction or reorganisation or its absorption in or amalgamation or merger or consolidation with any other person or the acquisition of all or part of its undertaking by any other person.

**13. REGISTRATION**

The Grantor hereby consents to the Security Agent (or any representative of the Security Agent) registering such financing statements and financing change statements as the Security Agent

may consider appropriate to perfect the security interest constituted by or pursuant to this Agreement continuously during the Security Period.

14. **MISCELLANEOUS**

- (1) The security interest constituted by or pursuant to this Agreement shall be independent of and in addition to and shall not merge with or be prejudiced or affected by or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, indemnity, lien, right of set off, right of combination or consolidation of accounts, security interest, mortgage, charge or other security or other right now or hereafter held or available to the Security Agent.
- (2) No provision of this Agreement may be amended or varied without the express written agreement of the Security Agent.
- (3) If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect the legality, validity or enforceability:
  - (a) in that jurisdiction of any other provision of this Agreement; or
  - (b) in other jurisdictions of that or any other provision of this Agreement.
- (4) A certificate of the Security Agent setting out the amount due in respect of the Secured Liabilities shall, in the absence of manifest error, be conclusive evidence of such amount.
- (5) This Agreement may be executed in any number of counterparts and this shall have the same effect as if the signatures on the counterparts were on a single copy of this Agreement.
- (6) The Security Agent is not obliged to marshal, enforce, apply, appropriate, recover or exercise any security, guarantee or other right held at any time by it, or any amounts or other property that it holds or is entitled to receive, or have recourse to any other remedy, before enforcing the security interest constituted by or pursuant to this Agreement.
- (7) The Security Agent shall have full power to delegate (either generally or specifically) to any person whatsoever any of the powers, authorities and discretions conferred on it by this Agreement on such terms and conditions as it shall see fit. Any such delegation shall not prevent any further delegation to any person whatsoever or any revocation of any delegated power, authority or discretion.
- (8) The Security Agent may at any time (without exercising the power of enforcement):
  - (a) transfer possession of any certificates of title or other documentary evidence of ownership relating to any Collateral to any nominee; and
  - (b) following a Declared Default become (or cause its nominee to become) the registered owner or holder of any investment security which is subject to the security interest constituted by or pursuant to this Agreement.

15. **CHANGE DEMANDS**

If the Grantor makes or lodges any demand pursuant to Article 75 of the Security Law, the Grantor shall in addition send a notice in writing to the Security Agent in accordance with clause 23 of the Intercreditor Agreement (other than by email) notifying the Security Agent that such a demand has been made and giving full details as to the nature of the demand.

16. **ASSIGNMENT**

- (1) The Security Agent may assign all or any of its rights, title and interest in and to this Agreement in accordance with the provisions of the Intercreditor Agreement.
- (2) If the security interest constituted by or pursuant to this Agreement is assigned by the Security Agent, the Security Agent may register a financing change statement recording such assignment.

17. **GOVERNING LAW AND JURISDICTION**

- (1) This Agreement shall be governed by and construed in accordance with the laws of Jersey.
- (2) The Parties submit to the non-exclusive jurisdiction of the courts of Jersey.
- (3) Nothing contained in this Clause 17 shall limit the right of the Security Agent to institute proceedings against the Grantor in any other court of competent jurisdiction nor shall the institution of proceedings in one or more jurisdictions preclude the institution of proceedings in any other jurisdiction, whether concurrently or not.
- (4) The Grantor irrevocably and unconditionally waives (and irrevocably and unconditionally agrees not to raise) any objection which it may at any time have to the venue of any proceedings in any such court as is referred to in this Clause 17 and any claims that any such proceedings have been instituted in an inconvenient forum.
- (5) The Grantor unconditionally agrees that a judgment in any proceedings brought in any court as is referred to in this Clause 17 will be conclusive and binding upon the Grantor and may be enforced in the courts of any other jurisdiction.
- (6) The Grantor irrevocably and unconditionally:
  - (a) confirms that its obligations and liabilities under this Agreement are commercial rather than public or governmental acts; and
  - (b) agrees not to claim any immunity from proceedings brought by the Security Agent against it in connection with this Agreement.

**IN WITNESS WHEREOF** the Parties have entered into this Agreement on the date first above written.



**The Security Agent:**

**SIGNED** for and on behalf of **ARES** )  
**MANAGEMENT LIMITED** acting by an )  
authorised signatory )

  
.....  
Authorised Signatory

**The Grantor:**

**SIGNED** for and on behalf of )  
**SAINTMICHELCO LIMITED** acting by one )  
director )



Bill Priestley

Director