

Execution Version

DATED 15 NOVEMBER 2021

**SLATE OFFICE IRELAND INVESTMENT LIMITED
(as Company)**

and

**ALLIED IRISH BANKS, P.L.C.
(as Security Agent)**

DEBENTURE

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CONTENTS

CLAUSE	PAGE
1. Definitions and Interpretation	1
2. Prescribed Form Charge over Registered Land.....	8
3. Covenant to Pay	8
4. Mortgage, Assignment and Charge	8
5. Crystallisation of Floating Charge.....	11
6. Negative Pledge	13
7. Perfection of Security and Further Assurance	13
8. Exercise of Rights in Respect of Shares.....	16
9. Collection of Book Debts and Related Matters	17
10. Statutory Consents.....	18
11. <i>[Deliberately left blank]</i>	18
12. Insurances	18
13. General Covenants.....	18
14. When Security Becomes Enforceable	21
15. Power of Sale	21
16. Power of Leasing.....	22
17. Appointment of Receiver	22
18. Powers of Receiver.....	23
19. Delegation of Powers of the Security Agent	25
20. Liability of the Security Agent in Possession	26
21. Application of Monies.....	26
22. Protection of Buyers	27
23. Power of Attorney.....	27
24. Continuing Security.....	28
25. Avoidance of Payments	29
26. Proviso for Redemption	30

Execution Version

27.	Set-Off.....	30
28.	Subsequent Charges and New Accounts.....	30
29.	Suspense Account	31
30.	Currency Indemnity	31
31.	Certificate of the Security Agent Conclusive	32
32.	Costs and Expenses	32
33.	Payments Free Of Deduction	32
34.	Financial Collateral	32
35.	Severability	33
36.	Assignment.....	33
37.	Variations, Waivers and Remedies.....	33
38.	The Security Agent’s Discretion.....	34
39.	Safe Custody of Documents	34
40.	Limitations	34
41.	No Partnership	35
42.	Entire Agreement.....	35
43.	Notices	35
44.	Counterparts.....	35
45.	Governing Law and Jurisdiction	35
	FIRST SCHEDULE (Secured Premises)	36
	SECOND SCHEDULE (Shares)	37
	THIRD SCHEDULE (Intellectual Property).....	38
	FOURTH SCHEDULE (Material Contracts)	39
	FIFTH SCHEDULE (Plant and Equipment).....	40
	SIXTH SCHEDULE (Accounts)	41
	SEVENTH SCHEDULE (Insurances)	42
	EIGHTH SCHEDULE (Form of Notices and Acknowledgments).....	43
	NINTH SCHEDULE (Prescribed Form Charge)	51

Execution Version

TENTH SCHEDULE (Share Deliverables)53

THIS DEBENTURE is dated 15 November 2021

BETWEEN:

- (1) **SLATE OFFICE IRELAND INVESTMENT LIMITED**, a private company limited by shares incorporated in Ireland (registered no. 699927), whose registered office is at 2 Park Place, City Gate Park, Mahon, Cork, Ireland (the “**Company**”); and
- (2) **ALLIED IRISH BANKS, P.L.C.** having its principal place of business at 10 Molesworth Street, Dublin 2, Ireland (in its capacity as security trustee for the Secured Parties (as hereinafter defined) (hereinafter referred to as the “**Security Agent**” which expression shall, where the context so admits, include any successor trustee or trustees of the trusts under which the security hereby constituted is held)).

RECITALS:

- (A) Pursuant to a senior bridge facility agreement dated 15 November 2021 (the “**Facility Agreement**”) between, amongst others, (1) the companies named therein as original borrowers, (2) the companies named therein as original guarantors, (3) Allied Irish Banks, p.l.c. as agent, (4) Allied Irish Banks, p.l.c. as arranger, (5) the financial institutions named therein as lenders (the “**Lenders**”) and (6) the Security Agent as security agent, the Lenders agreed to make available to the borrowers referred to therein certain loan facilities and other financial accommodation on the terms and subject to the conditions of the Facility Agreement.
- (B) The Finance Parties require the Security as collateral for the Finance Parties making or continuing to make facilities and/or other financial accommodation available to the Company. In the event of the Company or any other Obligor defaulting on any of its obligations under a Finance Document, the Finance Parties reserve the right to call upon the Security held and to apply the proceeds of the Security in order to fulfil the Company’s obligations to the Finance Parties.
- (C) It is one of the conditions under the Facility Agreement that the Company executes this Debenture and provides the Security to the Security Agent as trustee for the Secured Parties.
- (D) The Board of Directors of the Company is satisfied that it is in the best interests and for the benefit of the Company to enter into this Debenture.
- (E) The Security Agent has agreed to enter into this Debenture as security trustee for the Secured Parties and to hold the benefit of the Security on trust under the terms and conditions of the Facility Agreement.

THIS DEBENTURE WITNESSES as follows:

1. Definitions and Interpretation

- 1.1 In this Debenture (including the Recitals), all terms and expressions shall, unless otherwise defined in this Debenture or the context requires otherwise, have the meaning attributed to such terms in the Facility Agreement (whether defined expressly therein or by reference to another document).
- 1.2 In this Debenture (including the Recitals), the following terms and expressions shall, unless the context otherwise requires, have the following meanings:

“**Account**” means any Blocked Account and/or any Other Account and “**Accounts**” shall be construed accordingly;

“**Account Bank**” means any bank or financial institution (other than the Security Agent) with which the Company maintains an Account;

“**Act**” means the Land and Conveyancing Law Reform Act 2009;

“**Ancillary Rights**” means all covenants, agreements, charges, indentures, acknowledgements, undertakings, warranties, bonds, guarantees, indemnities, encumbrances and Authorisations (statutory or otherwise) held by the Company (or in respect of which the Company has the benefit) in connection with the use or the development of the Real Property including the full benefit of:

- (a) any covenant, agreement or undertaking for road making or the provision of services or for the payment of road charges or expenses incurred with or in connection with the provision of services or the like in respect of the Real Property and any indemnity against payment of any such charges or expenses;
- (b) any and every licence, warranty, covenant, agreement, guarantee or indemnity in respect of the construction, repair and maintenance of the Real Property or any property enjoyed in the Real Property the benefit of which is enjoyed by the Company;
- (c) any other covenant, agreement, undertaking, charge, right, remedy, indemnity, warranties or representations in relation to the Real Property; and
- (d) any lease, tenancy or licence of all or any part of the Real Property including any guarantees or indemnities, security deposits or other security available to the Company in respect of any such leases or occupational leases and any licences or consents to assign or otherwise in relation to such leases, tenancies and licences and any rent payable thereout or charge thereon and any service charges, management charges, fines, insurance and other premiums and any other monies payable out of any lease, tenancy or licence (including all occupational tenancies) of any part of the Real Property, whether such lease, tenancy or licence or occupational tenancy is created prior to or subject to this Debenture;

“**Authorisation**” has the meaning given to such term in the Facility Agreement;

“**Blocked Accounts**” means:

- (a) the Transaction Account and the Prepayment Account and including any such account more particularly specified in Part I of the Sixth Schedule (*Accounts*); and
- (b) such separate and denominated account or accounts with the Security Agent or such other bank or banks as may from time to time be specified in writing by the Security Agent as the account or accounts into which the proceeds of the getting in or the realisation of the Book Debts are to be paid,

and, in each case, all monies now or at any time hereafter standing to the credit thereof and all entitlements to interest and other rights and benefits accruing or arising in connection with any such accounts or monies and the debt represented thereby and “**Blocked Account**” shall be construed accordingly;

“**Book Debts**” means all book and other debts and monetary claims constituting a part of, or deriving from, the Secured Assets;

“**Companies Act**” means the Companies Act 2014;

"Compensation Rights" all rights of the Company to be paid or receive compensation under any statute or enactment by reason of any compulsory acquisition or other exercise of compulsory or similar powers in relation to all or any part of the Real Property by any local or other authority or government agency or body or any refusal, withdrawal or modification of any planning permission or approval relative thereto or any control or limitation imposed upon or affecting the use of all or any part of the Real Property;

"Contract Party" means each party to a Material Contract other than the Company;

"Default Rate" means the rate per annum specified in clause 8.3 (*Default Interest*) of the Facility Agreement;

"Delegate" means any delegate, agent, manager, attorney or co-trustee appointed by the Security Agent or any Receiver;

"Event of Default" has the meaning given to such term in the Facility Agreement;

"Examiner" means an examiner appointed under section 509 of the Companies Act;

"Floating Charge" means the floating charge created by clause 4.5 (*Floating Charge*);

"Floating Charge Property" means the assets of the Company described in clause 4.5 (*Floating Charge*);

"Insurances" means:

- (a) each contract or policy of insurance specified in the Seventh Schedule (*Insurances*); and
- (b) all other contracts and policies of insurance (including, for the avoidance of doubt, all cover notes) of whatever nature which are, from time to time, taken out by or on behalf of the Company or (to the extent of such interest) in which the Company has an interest (and including, in each case, all key man policies),

and all claims, proceeds and returns of premia of each such contract or policy;

"Intellectual Property" means:

- (a) each patent, trademark and registered design specified in the Third Schedule (*Intellectual Property*); and
- (b) any patents, trade marks, 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, in each case, including the benefit of all applications and rights to use such assets (which may now or in the future subsist);

"Investments" means the Shares and all present and future Related Rights accruing to all or any of the Shares;

"Lease Document" has the meaning given to such term in the Facility Agreement;

“**Lessees**” means each lessee, sub-lessee, tenant, licensee or any other party having a right of occupation under a Lease Document and “**Lessee**” means any of them;

“**Licences**” means all licences now or hereafter held by or on behalf of the Company in connection with any business or trade conducted by the Company or the user of any of the Secured Assets;

“**Material Contracts**” means the contracts specified in the Fourth Schedule (*Material Contracts*) as the same may be amended, restated, substituted, supplemented or otherwise modified or replaced from time to time;

“**Other Accounts**” means:

- (a) the Company General Account, the Escrow Account (to the extent that the Company has an interest in the credit balance thereto) and including any such account more particularly specified in Part II of the Sixth Schedule (*Accounts*); and
- (b) all other current, deposit or other accounts with any bank or financial institution in which the Company now or in the future has an interest (excluding any Blocked Account),

and, in each case, all monies now or at any time hereafter standing to the credit thereof and all entitlements to interest and other rights and benefits accruing or arising in connection with any such accounts or monies and the debt represented thereby and “**Other Account**” shall be construed accordingly;

“**Other Contracts**” means:

- (a) any agreement or other contractual arrangement to which the Company is a party;
- (b) any letter of credit or bond or other documentary credit issued in the Company’s favour; and
- (c) any bill of exchange or other negotiable instrument held by the Company,

but excluding any Material Contract;

“**Planning Acts**” means the Planning and Development Acts 2000 to 2021 and the Building Control Acts 1990 to 2020 and any regulations issued pursuant thereto;

“**Plant and Equipment**” means:

- (a) the plant, machinery, equipment, goods, chattels and other assets specified in the Fifth Schedule (*Plant and Equipment*); and
- (b) all other plant, machinery, equipment, goods and chattels now or hereafter belonging to the Company together with all and any machines, equipment, goods, components, parts or other items whatsoever from time to time installed therein or used in replacement or by way of substitution for all or any part thereof, together with the full benefit of the insurances on the same;

“**Prescribed Form**” means the form of charge set out in the Ninth Schedule (*Prescribed Form Charge*) (or such other form of charge as, in the opinion of the Security Agent, may be required at law to charge registered land);

“Prescribed Form Charge” means a charge in the Prescribed Form entered into or to be entered into by the Company in favour of the Security Agent;

“Real Property” means the Secured Premises and all that property referred to in clauses 4.1 (*Charge Over Lands*) and 4.2(a) (*Fixed Charges*) and any reference to **“Real Property”** shall include a reference to any part thereof;

“Receivables” means all present and future book debts and other debts, Rental Income, sales proceeds, revenues, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) including:

- (a) the benefit of all rights, guarantees, encumbrances and remedies relating to any of the foregoing (including negotiable and non-negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid seller's liens and similar associated rights);
- (b) all things in action which may give rise to a debt, revenue or claim and all other rights and remedies of whatever nature in respect of the same; and
- (c) all proceeds of any of the foregoing,

but excluding for the purposes of this definition, any debts or claims referred by, or in respect of, any monies standing to the credit of the Accounts of the Company;

“Receiver” means any one or more receivers and/or managers appointed by the Security Agent in respect of the Company or over all or any part of the Secured Assets;

“Related Company” means a company which is related within the meaning of section 2(10) of the Companies Act;

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

- (a) all dividends, distributions and other income paid or payable on the relevant Shares or any asset referred to in paragraph (b) below;
- (b) all rights, monies or property accruing or offered at any time in relation to the Shares whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
- (c) all rights relating to any Shares which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (d) all other rights attaching or relating to any Shares and all cash or other securities or investments in the future deriving from the Shares or such rights;

“Relevant Company” means a company any share(s) in which are charged to, mortgaged in favour of, or assigned (whether at law or in equity) to, the Security Agent by or pursuant to this Debenture and **“Relevant Companies”** shall be construed accordingly;

“**Rental Income**” has the meaning given to such term in the Facility Agreement;

“**Secured Assets**” means the undertaking and assets of the Company both present and future charged to, mortgaged in favour of, or assigned (whether at law or in equity) to, the Security Agent by or pursuant to this Debenture including each Prescribed Form Charge and any reference to “**Secured Assets**” shall include a reference to any part of them;

“**Secured Liabilities**” has the meaning given to such term in the Facility Agreement;

“**Secured Parties**” at any time, means the Security Agent, the Lenders and each of the other Finance Parties and their respective successors and assigns and each Receiver and “**Secured Party**” means any one of them;

“**Secured Premises**” means the land described in the First Schedule (*Secured Premises*) and the land described in each Prescribed Form Charge, and includes any present or future estate, right, title and interest of the Company in such lands and to any buildings now erected or in the course of erection or thereafter to be erected thereon and all alterations and/or additions thereto and (to the extent that same are not otherwise subject to a fixed charge hereunder) to all fixtures (including trade fixtures) from time to time thereon and all fixed plant and machinery of the Company both present and future therein or thereon and every part thereof and includes all easements, rights and privileges, rights to production of documents and liquor licences attaching thereto and any reference to “**Secured Premises**” shall include a reference to any portion of them;

“**Security**” means the security from time to time constituted by or pursuant to (or intended to be constituted by or pursuant to) this Debenture and each and every part thereof;

“**Security Period**” means the period from the date hereof until the date upon which all of the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and the Secured Parties shall have ceased to be under any commitment to advance any amounts to the Company or (if earlier) the date upon which all of the Security shall have been unconditionally and irrevocably released and discharged;

“**Shares**” means:

- (a) each of the shares and other securities specified in the Second Schedule (*Shares*);
- (b) all shares in the capital of the Target which the Company may now or hereafter hold or beneficially own; and
- (c) all other stocks, shares, debentures, bonds, securities and investments of any kind whatsoever (whether marketable or otherwise and whether in certificated, dematerialised or uncertificated form) owned by the Company or on its behalf and all other interests (including loan capital) of the Company both present and future in every company, firm, consortium or entity wheresoever situate; and

“**Subsidiary**” has the meaning ascribed to it by section 7 of the Companies Act.

- 1.3 The provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Debenture as if they were set out in full in this Debenture except that each reference in that clause to the Facility Agreement shall be read as a reference to this Debenture.

- 1.4 Save where the contrary is indicated, any reference in this Debenture to:
- (a) “**business day**” shall be construed as a reference to a day (other than a Saturday or a Sunday) on which banks are generally open for business in Dublin;
 - (b) a “**clause**” or “**Schedule**” shall, unless otherwise stated, be construed as a reference to a clause or schedule hereof;
 - (c) “**encumbrance**” shall be construed as reference to a mortgage, charge, pledge, lien, hypothecation, assignment or deposit by way of security or any other encumbrance or security interest of any kind (other than a lien arising in the ordinary course of business by operation of law) or any other type of preferential arrangement (including title transfer, defeasance and retention arrangements) having a similar effect;
 - (d) “**including**” shall be construed as meaning including without limitation and “**include**” and “**includes**” shall be construed accordingly;
 - (e) a “**person**” or “**persons**” include individuals, firms, corporations, government agencies, authorities and other bodies, incorporated or unincorporated and whether having direct legal personality or not;
 - (f) the “**Security Agent**” shall be construed as a reference to the Security Agent acting in its capacity as trustee for the Secured Parties;
 - (g) “**tax**” shall be construed so as to include any tax, levy, impost, duty or other charge of a similar nature (including any penalty or interest payable in connection with any failure to pay or delay in paying any of the same);
 - (h) the “**winding-up**”, “**dissolution**” or “**examinership**” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which a company or corporation is incorporated or any jurisdiction in which a company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, examinership, administration, arrangements, adjustment, protection or relief of debtors;
 - (i) any statute or provision of any statute shall be deemed also to refer to any statutory modification, substitution or re-enactment thereof or any statutory instrument, order, regulation, bye-law, permission or direction made thereunder or under such modification, substitution or re-enactment; and
 - (j) this Debenture or to any other agreement or document shall be construed as a reference to this Debenture or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, amended, restated, varied, novated, assigned, substituted, supplemented or otherwise modified from time to time (and so that any reference to this Debenture shall include, unless the context otherwise requires, each Prescribed Form Charge and any other agreement or document expressed to be supplemental hereto or expressed to be collateral herewith or which is otherwise entered into pursuant to or in accordance with the provisions hereof).
- 1.5 Clause and schedule headings are for ease of reference only.
- 1.6 Words denoting the singular number shall include the plural number also and vice versa.

- 1.7 Section 75 of the Act shall not apply to this Debenture.
- 1.8 Any reference in any Prescribed Form Charge to:
- (a) the “**Mortgage/Debenture of even date/dated [•]**” shall be construed as a reference to this Debenture;
 - (b) the “**Mortgage Conditions**” shall be construed as a reference to the terms, conditions, covenants and obligations as are set out in this Debenture;
 - (c) the “**Mortgaged Property**” shall be construed as a reference to that part of the Secured Premises as comprises registered land and which is described in such Prescribed Form Charge;
 - (d) the “**Mortgagor**” shall be construed as a reference to the Company; and
 - (e) the “**Secured Party**” shall be construed as a reference to the Security Agent acting in its capacity as trustee for the Secured Parties.
- 1.9 Any reference in this Debenture, or in any other document or agreement (including any Finance Document), to this Debenture shall be construed so as to include each Prescribed Form Charge and each other document supplemental to this Debenture.

2. Prescribed Form Charge over Registered Land

- 2.1 The Company shall immediately upon the execution of this Debenture execute and deliver to the Security Agent one or more charge(s) in the Prescribed Form over so much of the Secured Premises as comprises registered land.
- 2.2 Each Prescribed Form Charge shall be supplemental to, and shall form part of, this Debenture.

3. Covenant to Pay

- 3.1 The Company hereby covenants that it shall on demand by the Security Agent discharge the Secured Liabilities when due and undertakes to pay to the Security Agent when due every sum (of principal, interest or otherwise) now or hereafter owing, due or incurred by the Company in respect of the Secured Liabilities.
- 3.2 If any liability referred to in clause 3.1 becomes due (whether upon the making of a demand or otherwise) the Company shall pay interest on such sums (after as well as before judgment) from the date of demand until the date of payment calculated on a daily basis at the rate and in the manner agreed in writing between the Company and the Security Agent in respect thereof and, in the absence of such agreement, at the Default Rate.

4. Mortgage, Assignment and Charge

- 4.1 **Charge Over Lands:** As continuing security for the payment, performance and discharge of the Secured Liabilities and as a legal mortgage of land, the Company as beneficial owner and also in the case of registered land as registered owner (or the person entitled to be registered as owner) hereby CHARGES to the Security Agent by deed the Secured Premises subject to such terms, conditions, covenants and obligations as are set out in this Debenture.

The charge created by this clause 4.1 is a first fixed charge.

4.2 **Fixed Charges:** The Company as beneficial owner, as continuing security for the payment, performance and discharge of the Secured Liabilities, hereby charges to the Security Agent by way of first fixed charge:

- (a) all its estate, right, title or interests in any freehold and leasehold land or buildings, both present and future, including the Secured Premises, vested in or held by or on behalf of the Company from time to time and/or the proceeds of sale thereof together in all cases (to the extent the same are not otherwise subject to an effective fixed security hereunder) with all fixtures and fittings (including trade fixtures) and all fixed plant and machinery from time to time in or on such land or buildings;
- (b) other than to the extent already subject to an effective fixed security under this Debenture, all present and future Ancillary Rights and Compensation Rights;
- (c) all rights and claims to which the Company is now or may hereafter become entitled in relation to, or in connection with, the Secured Assets including those against any manufacturer, supplier, installer, builder, contractor, professional advisor or Lessee and any guarantor or surety for the obligations of any such person and, to the extent that any of the Secured Assets now or at any time hereafter are hired, leased or rented to any other person, the rights under the hiring, leasing or rental contract and any guarantee, indemnity or security for the performance of the obligation of such person and any other rights and benefits relating thereto;
- (d) all of its present and future rights, title, interest and benefit in and to the Plant and Equipment;
- (e) all of its present and future rights, title, interest and benefit in and to the uncalled capital of the Company and all rights and claims to which the Company is now or may hereafter become entitled as a result of any calls made in relation thereto;
- (f) all of its present and future rights, title, interest and benefit in and to the Intellectual Property;
- (g) all of its present and future rights, title, interest and benefit in and to the Other Contracts;
- (h) to the extent not effectively assigned under clause 4.4(a), all of its present and future rights, title, interest and benefit in and to the Material Contracts;
- (i) all goodwill (including all brand names not otherwise subject to an effective fixed security under this Debenture) now or at any time hereafter belonging to the Company;
- (j) any beneficial interest, claim or entitlement the Company has in any pension fund or any asset of any pension fund now or at any time hereafter;
- (k) its Book Debts, both collected and uncollected, the proceeds of the same and all monies otherwise due and owing to the Company (but excluding, to the extent effectively charged to the Security Agent pursuant to clause 4.2(l), each Account maintained with the Security Agent);
- (l) all rights and claims to which the Company is now or may hereafter become entitled in relation to each Account maintained with the Security Agent; and

- (m) all of its present and future rights, title, interest and benefit in and to the Secured Assets referred to in clause 4.4 (*Assignments*) to the extent that such Secured Assets are not effectively assigned by or otherwise subject to an effective fixed security under that clause.

To the extent that a fixed charge is not created under sub-clause (f) of this clause 4.2 over any of the Intellectual Property, the charge thereof purported to be effected by that sub-clause (f) shall operate as an absolute assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may now or at any time hereafter derive therefrom or be awarded or entitled to in respect thereof.

4.3 **Investments:** The Company as beneficial owner, as continuing security for the payment, performance and discharge of the Secured Liabilities, hereby:

- (a) mortgages and charges and agrees to mortgage and charge in favour of the Security Agent, by way of first fixed charge, all of its respective rights, title, benefit and interest whatsoever, present and future, to or in or in respect of the Investments, but so that the Security Agent shall not in any circumstances incur any liability whatsoever in respect of any calls, instalments or otherwise in connection with the Investments; and
- (b) grants a lien to the Security Agent on the certificates and other documents of title relating to the Investments together with such further certificates which may from time to time be issued to the Company in respect of any conversion, bonus, redemption, option or otherwise relating to the Investments.

4.4 **Assignments:** The Company as beneficial owner, as continuing security for the payment, performance and discharge of the Secured Liabilities, hereby assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent by way of first fixed security all its present and future right, title, interest and benefit in and to:

- (a) the Material Contracts including all monies payable to the Company and any claims, awards and judgments in favour of, or receivable or received by, the Company under, in connection with, or pursuant to, any Material Contract;
- (b) all Licences and all rights of recovery and compensation which may be receivable by the Company on account of the revocation or non-renewal of any of the Licences;
- (c) the Lease Documents to which it is a party;
- (d) all Insurances and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of, Insurances);
- (e) each Account maintained with an Account Bank; and
- (f) all other Receivables (not otherwise assigned hereunder).

To the extent that any Secured Asset described in clause 4.4(d) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of the Insurances.

4.5 **Floating Charge:** The Company as beneficial owner, as continuing security for the payment, performance and discharge of the Secured Liabilities, hereby charges to the Security Agent by way of first floating charge all of the Company's stock-in-trade, inventory and raw materials

together with the whole of the Company's undertaking and property, assets and rights whatsoever and wheresoever both present and future not otherwise:

- (a) effectively charged or mortgaged to the Security Agent by way of fixed charge;
- (b) effectively assigned (whether at law or in equity) or mortgaged to the Security Agent; or
- (c) subject to an effective fixed security in favour of the Security Agent.

4.6 **Creation of Trust:** To the extent that the Company's present and future right, title, interest and benefit in and to any Material Contract and/or any Other Contract is not effectively assigned or charged under this Debenture, the Company hereby acknowledges, declares and agrees that it shall:

- (a) hold all its present and future right, title, interest and benefit in and to such Material Contract and/or Other Contract (including all monies payable to the Company and any claims, awards and judgments in favour of, or receivable or received by, the Company under, in connection with, or pursuant to, such Material Contract and/or Other Contract) upon trust for the Security Agent absolutely; and
- (b) comply with any direction that may be given to it by or on behalf of the Security Agent from time to time with regards to the assertion, exercise or enjoyment of any rights under such Material Contract and/or Other Contract.

4.7 **Continuing Obligations:** Notwithstanding anything herein to the contrary:

- (a) the Company shall remain liable under any contracts (including the Material Contracts and the Other Contracts), agreements and other documents included in the Secured Assets (to the extent set forth therein) to perform all of its duties and obligations thereunder to the same extent as if this Debenture had not been executed;
- (b) the exercise by the Security Agent of any of the rights hereunder shall not release the Company from any of its duties or obligations under such contracts, agreements and other documents; and
- (c) the Security Agent shall not have any obligation or liability under any such contracts, agreements or other documents included in the Secured Assets by reason of this Debenture, nor shall the Security Agent be obligated to perform any of the obligations or duties of the Company thereunder or to take any action to collect or enforce any such contract, agreement or other document.

5. Crystallisation of Floating Charge

5.1 The Security Agent may at any time:

- (a) after the Security has become enforceable; or
- (b) if it shall appear to the Security Agent that all or a substantial part of the Secured Assets are in danger of being seized or sold under any form of distress or execution levied or threatened or to be otherwise in jeopardy,

by notice in writing to the Company convert the Floating Charge with immediate effect into a fixed charge as regards any property or assets specified in the notice.

- 5.2 Notwithstanding clause 5.1 and without prejudice to any rule of law which may have a similar effect, the Floating Charge shall automatically be converted with immediate effect into a fixed charge as regards all or any part of the Floating Charge Property and without notice from the Security Agent to the Company on:
- (a) the appointment by any person of a receiver and/or manager to the Company or any of its assets;
 - (b) the cessation by the Company of carrying on its business or trade;
 - (c) the presentation of a petition for the compulsory winding-up of the Company;
 - (d) the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company;
 - (e) the presentation of a petition to appoint an Examiner to the Company or where the protection of the court is sought by a Related Company;
 - (f) the Registrar of Companies issuing a notice to the Company pursuant to section 727 (*Registrar's notice to company of intention to strike it off register*) of the Companies Act;
 - (g) the sale or disposal of all or a substantial part of the business or assets of the Company without the Security Agent's prior written consent;
 - (h) the crystallisation, for any reason whatsoever, of any floating charge granted by the Company to any person; or
 - (i) the creation or attempted creation of any encumbrance over all or any part of the Floating Charge Property without the prior consent in writing of the Security Agent or the levying or attempted levying by any person of any distress, execution, sequestration or other process against any of the Floating Charge Property.
- 5.3 The giving by the Security Agent of a notice under clause 5.1 above, or the occurrence of any event specified at clause 5.2, shall have the effect of immediately converting any floating charge over the Floating Charge Property into a first fixed charge in favour of the Security Agent and thereupon the Security Agent shall assume exclusive control of the Floating Charge Property and the Company shall not be permitted to deal with the Floating Charge Property otherwise than with, and subject to, the prior written consent of the Security Agent. Where such assets include Book Debts, the Company shall not be permitted to release, exchange, settle, compromise, set-off, grant time or indulgence, or otherwise deal with such Book Debts and all monies received by the Company in respect of such Book Debts shall be paid into a bank account of the Company held with the Security Agent and subject to a fixed charge and the Company shall not be permitted to make withdrawals or payments from such bank account without the prior written consent of the Security Agent.
- 5.4 Any asset acquired by the Company after the crystallisation of the Floating Charge which, but for such crystallisation, would be subject to a floating charge shall (unless the Security Agent confirms in writing to the contrary) be charged by way of first fixed charge. The Security Agent shall assume exclusive control of such assets and the Company shall not be permitted to deal with such assets otherwise than with and subject to the prior written consent of the Security Agent.

6. Negative Pledge

- 6.1 The Company undertakes that at no time during the Security Period shall it, other than as permitted under the Facility Agreement, create, purport to create, grant, extend or permit to subsist or arise any encumbrance on or over all or any part of the Secured Assets or any interest therein.
- 6.2 The Company undertakes that at no time during the Security Period shall it, except as permitted under the Facility Agreement, sell, convey, transfer, assign or otherwise dispose of or alienate (or consent to any party disposing of or alienating) all or any part of the Secured Assets or agree to do any of the foregoing.
- 6.3 Except as permitted by the Facility Agreement, the Company undertakes that at no time during the Security Period shall it, except with the prior written consent of the Security Agent, enter 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 enter into any other preferential arrangement having a similar effect.
- 6.4 The Company undertakes that at no time during the Security Period shall it do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Security Agent, or diminish, to an extent which in the opinion of the Security Agent is material, the effectiveness of the Security.
- 6.5 The foregoing provisions of this clause 6 (*Negative Pledge*) shall not be construed as limiting any powers exercisable by any Receiver appointed by the Security Agent under or pursuant to this Debenture.

7. Perfection of Security and Further Assurance

7.1 The Company shall:

- (a) in respect of the Material Contracts:
- (i) forthwith deliver to the Security Agent evidence satisfactory to the Security Agent that a notice in the form set out in Part I (*Form of Notice for Material Contracts*) of the Eighth Schedule (*Form of Notices and Acknowledgements*), duly executed by the Company or on its behalf, has been issued to each relevant Contract Party; and
 - (ii) use reasonable endeavours to procure that such notice is acknowledged, in the form set out in Part II (*Form of Acknowledgement for Material Contracts*) of the Eighth Schedule (*Form of Notices and Acknowledgements*), by each such relevant Contract Party;
- (b) in respect of the Insurances:
- (i) forthwith deliver to the Security Agent evidence satisfactory to the Security Agent that a notice in the form set out in Part III (*Form of Notice for Insurances*) of the Eighth Schedule (*Form of Notices and Acknowledgements*), duly executed by the Company or on its behalf, has been issued to each relevant insurer; and
 - (ii) use reasonable endeavours to procure that such notice is acknowledged, in the form set out in Part IV (*Form of Acknowledgement for Insurances*) of the

Eighth Schedule (*Form of Notices and Acknowledgements*), by the relevant insurer;

- (c) in respect of each Account with an Account Bank:
 - (i) forthwith deliver to the Security Agent evidence satisfactory to the Security Agent that a notice in the form set out in Part V (*Form of Notice for Account Bank*) of the Eighth Schedule (*Form of Notices and Acknowledgements*), duly executed by the Company or on its behalf, has been issued to each relevant Account Bank; and
 - (ii) use reasonable endeavours to procure that such notice is acknowledged, in the form set out in Part VI (*Form of Acknowledgement from the Account Bank*) of the Eighth Schedule (*Form of Notices and Acknowledgements*), by the Account Bank.

7.2 In addition, the Company shall from time to time, at the request of the Security Agent but at the cost of the Company, take whatever action the Security Agent or a Receiver may reasonably require for:

- (a) creating, perfecting, improving, maintaining or protecting security intended to be created by or pursuant to this Debenture;
- (b) after the Security has become enforceable, facilitating the realisation of any Secured Asset;
- (c) facilitating the exercise of any right, power or discretion exercisable by the Security Agent or a Receiver in respect of any Secured Asset;
- (d) vesting or enabling to vest title to any Secured Asset in the Security Agent or its nominee(s); or
- (e) creating and perfecting security in favour of the Security Agent (equivalent or similar to the security intended to be created by this Debenture) over any property or assets of the Company located in a jurisdiction outside Ireland or for facilitating the realisation thereof,

including:

- (i) the re-execution of this Debenture;
- (ii) the execution of any legal or other assignment, transfer, mortgage, charge or encumbrance or other document in such form as the Security Agent may reasonably require;
- (iii) the giving of any notice, order or direction; and
- (iv) the making of any filing or registration.

7.3 The Company hereby irrevocably and unconditionally:

- (a) authorises the Security Agent and each legal advisor appointed by the Security Agent to do, at the cost and expense of the Company, all acts and sign on behalf of the Company all required documents and forms (whether physical or in electronic format) as the Security Agent and/or such advisor may consider necessary or

desirable to procure compliance with the procedure under section 409(3) or 409(4) of the Companies Act; and

- (b) indemnifies and agrees to hold the Security Agent and each such legal advisor harmless against any loss or liability incurred by the Security Agent or any such legal advisor as a consequence of the Security Agent or any such legal advisor procuring compliance with the procedure under section 409(3) or 409(4) of the Companies Act in reliance on this clause.

For the avoidance of doubt, this clause 7.3 permits the Security Agent or its legal adviser including their e-mail address in any form filed under section 409 of the Companies Act for the purposes of receiving a certificate of registration of a charge from the Companies Registration Office.

7.4 The Company shall:

- (a) immediately notify the Security Agent of any (or any proposed) contract, conveyance, transfer or other disposition relating to the acquisition by the Company or any nominee on its behalf of any freehold, leasehold or other immovable property; and
- (b) in the case of any such property the title to which (either before or after the acquisition thereof) is registered under the Registration of Deeds and Title Acts 1964 and 2006 or any analogous statutes of any other jurisdiction:
 - (i) notify the Security Agent of the folio number(s) thereof; and
 - (ii) contemporaneously with the making of the application to the Property Registration Authority for the registration as registered owner thereof, request the Registrar of Titles to enter a notice of these presents as a burden on the folio; and
- (c) at any time, if called upon to do so by the Security Agent, execute over all or any part of such property a charge, by way of legal mortgage, in favour of the Security Agent in such form as the Security Agent may require (including by way of a charge in the Prescribed Form) and in the case of any leasehold property, use its best endeavours to obtain any requisite consent for the creation of such a charge from the lessor.

7.5 The Company shall, upon execution of this Debenture and further upon the acquisition by the Company or any nominee on its behalf of any interest in any freehold, leasehold or other immovable property, deposit with the Security Agent all deeds, certificates and other documents constituting or evidencing title to that property.

7.6 The Company shall upon the execution of this Debenture (or if later promptly following any acquisition by the Company of any Shares and, in any event, in the case of the Shares in Target, within 1 Business Day of the date of acquisition by the Company of any such Shares and, following re-registration of the Target as a private company, within 1 Business Day of such re-registration) deposit with the Security Agent and permit the Security Agent during the continuance of the Security hereby created to hold and retain:

- (a) all deeds, bearer instruments, certificates, declarations of trust or other documents representing or evidencing ownership of the Investments or any part thereof;
- (b) an instrument of transfer in the form set out in Part I (*Form of Transfer Instrument*) of the Tenth Schedule (*Share Deliverables*) in respect of the Shares duly executed by or on behalf of the Company but omitting the name of the transferee and the date together

with a letter of authority from the Company in respect of, *inter alia*, such instruments of transfer in the form set out in Part II (*Form of Shareholder's Letter of Authority*) of the Tenth Schedule (*Share Deliverables*);

- (c) a certified copy of the share register of the Relevant Company;
- (d) an undated irrevocable proxy in respect of the Shares executed by the Company in favour of the Security Agent in the form set out in Part III (*Form of Irrevocable Proxy*) of the Tenth Schedule (*Share Deliverables*) and an undated irrevocable appointment in the form set out in Part IV (*Form of Irrevocable Appointment*) of the Tenth Schedule (*Share Deliverables*);
- (e) an executed but undated dividend mandate in the form set out in Part V (*Form of Dividend Mandate*) of the Tenth Schedule (*Share Deliverables*); and
- (f) an undated irrevocable letter of resignation from each director and the Secretary of each Relevant Company executed by the relevant director/Secretary in the form set out in Part VI (*Form of Director/Secretary Resignation Letter*) of the Tenth Schedule (*Share Deliverables*) together with a letter of authorisation from such director/Secretary in the form set out in Part VII (*Form of Letter of Authority*) of the Tenth Schedule (*Share Deliverables*).

7.7 The Security Agent may at any time when the Security becomes enforceable, without notice to the Company, have all or any of the Shares registered in its name or in the name of, or otherwise have the same held by, one or more nominees on its behalf and the Company shall, if so requested by the Security Agent when the Security becomes enforceable, take all such action as is available to it to procure that the Security Agent or, as the case may be, its nominee(s) shall be registered as the owner thereof or shall otherwise acquire legal title thereto.

8. Exercise of Rights in Respect of Shares

8.1 Before the Security has become enforceable:

- (a) the Company may continue to exercise the voting rights, powers and other rights in respect of the Investments; and
- (b) all dividends or other income or distributions paid or payable in relation to any Investments must be paid to the Company,

PROVIDED THAT the Company's rights and powers relating to any of the Investments shall not be exercised in any manner which would:

- (i) contravene any provision of the Facility Agreement;
- (ii) otherwise than as permitted by the Facility Agreement result in any variation of the rights attaching to, or conferred by, the Investments or any part thereof;
- (iii) otherwise than as permitted by the Facility Agreement effect an amendment to any provision of the constitution of a Relevant Company;
- (iv) propose the liquidation, examinership, merger or split-up of a Relevant Company;

- (v) result in the Security Agent incurring any cost, expense or liability; or
- (vi) in the opinion of the Security Agent, be inconsistent with, or prejudicial to, its security over the Investments or any part thereof.

8.2 At any time after the Security has become enforceable in accordance with clause 14 (and without any consent or authority on the part of the Company):

- (a) the Security Agent or its nominee may exercise or refrain from exercising:
 - (i) any voting rights;
 - (ii) any right to receive dividends or other income or distributions paid or payable in relation to any Investments; and
 - (iii) any other powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise,

in each case, in the name of Company, the registered holder or otherwise and irrespective of any direction given by the Company;

- (b) the Company irrevocably appoints the Security Agent or its nominee as its proxy to exercise all voting rights in respect of those Shares that remain registered in the name of the Company; and
- (c) the Security Agent may date and/or otherwise complete any documentation deposited with it by the Company under clause 7.6.

8.3 The Company shall following the occurrence of an Event of Default which is continuing, if requested by the Security Agent, instruct any clearance system to transfer any Share held by it for or on behalf of the Company to an account of the Security Agent or its nominee with that clearance system.

8.4 The Company hereby irrevocably and unconditionally indemnifies and agrees to hold the Security Agent harmless against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of the Investments on the direction of the Company whether before or after the Security has become enforceable.

For the avoidance of doubt, the Security Agent is not obliged to:

- (a) perform or fulfil any obligation of the Company;
- (b) make any payment;
- (c) make any enquiry as to the nature or sufficiency of any payment received by it or the Company; or
- (d) present or file any claim or take any other action to collect or enforce the payment of any amount,

in respect of the Investments.

9. Collection of Book Debts and Related Matters

9.1 The Company shall at all times during the Security Period:

- (a) get in and realise the Book Debts in the ordinary and usual course of its business on behalf of the Security Agent and hold the proceeds of such getting and realisation thereof (until payment into the Blocked Accounts as hereinafter provided) upon trust for the Security Agent; and
- (b) unless the Security Agent otherwise agrees in writing (and then only on such terms and in the manner as the Security Agent may require):
 - (i) pay the proceeds of such getting in and realisation of the Book Debts into the Blocked Accounts or as the Security Agent may require; and
 - (ii) not be entitled to withdraw or transfer from the Blocked Accounts any monies standing to the credit thereof or direct any payment to be made therefrom to any person (and in the event that any Blocked Account is opened or maintained with an Account Bank, the Company shall comply with the notification requirements of clause 7.1(c)).

9.2 The Company shall at no time during the Security Period, without the prior written consent of the Security Agent, deal with the Book Debts otherwise than by getting in and realising the same (subject to the right of the Company to settle or compromise claims in the normal course of business) and making payment of the proceeds thereof in accordance with clause 9.1. Without prejudice to the generality of the foregoing, the Company shall not at any such time factor or discount any of the Book Debts or enter into any agreement for such factoring or discounting unless permitted by the Facility Agreement.

10. **Statutory Consents**

10.1 The Company hereby assents to the registration as burdens on the folio of any registered land of which it is the registered owner or, as applicable, the person entitled to be registered as registered owner as well as on the folio of any further registered lands of which it may from time to time become the registered owner or, as applicable, the person entitled to be registered as registered owner, of:

- (a) the first ranking fixed mortgage and charge created by this Debenture on the said land;
- (b) on crystallisation of the Floating Charge on the said land, such crystallised floating charge; and
- (c) the power of any Receiver appointed under this Debenture to charge the said land.

11. *[Deliberately left blank]*

12. **Insurances**

The Chargor shall at all times comply with its obligations as to insurance contained in the Facility Agreement (and in particular, clause 23.11 (*Insurance*) of the Facility Agreement).

13. **General Covenants**

13.1 The Company hereby covenants with the Security Agent and each other Secured Party that at all times during the continuance of the Security Period it shall:

General

- (a) punctually pay, as the same become due, all debts and liabilities which, by virtue of the provisions of any law relating to liquidation, bankruptcy, insolvency or creditors' rights generally, would have priority to all or any part of the Security;
- (b) perform and observe the covenants and conditions contained or comprised in any agreement from time to time made between any debtor of the Company and the Company and promptly inform the Security Agent of any event as soon as it becomes aware of same, or of the receipt of any notice (including any notice issued under section 1002 of the Taxes Consolidation Act 1997) which may adversely affect the fulfilment by the Company of any of its covenants or obligations hereunder or the Security;

Plant and Equipment

- (c) notify the Security Agent of any notice received in relation to the Real Property which might reasonably be expected to adversely affect the value of the Real Property or the Security therein and, within thirty days after receipt by the Company of any application, requirement, order or notice served or given by any public or local or any other authority with respect to any Secured Asset (or any material part thereof), give written notice thereof to the Security Agent and also (within seven days after demand) produce the same or a copy thereof to the Security Agent and inform it of the steps taken or proposed to be taken to comply with any such requirement thereby made or implicit therein;
- (d) use, operate, maintain and control each item of Plant and Equipment in a careful and proper manner and in accordance with all licences, agreements, manufacturer's recommendations (as originally drafted or as amended from time to time), statutes, laws, ordinances, and regulations relating to the use, operation, maintenance and control thereof and neither use nor knowingly permit any such items to be used for any unlawful purpose and ensure that any replacement or substitute parts are in good repair and working order and are free from any lien or other encumbrance whatsoever and are owned by the Company;
- (e) keep each item of Plant and Equipment at the location or locations (if any) from time to time approved in writing by the Security Agent;
- (f) if it has not already done so, in the case of any Plant and Equipment located on leasehold premises, obtain evidence in writing from any lessor of any such premises that he waives absolutely all and any rights he may have now or at any time in the future over any of such Plant and Equipment;
- (g) if so requested by the Security Agent, place and maintain on each item of Plant and Equipment, in a conspicuous place, an identification plaque as appears below and not conceal, alter or remove such plaque or permit it to be concealed altered or removed:

"NOTICE OF CHARGE

This machine and additions and ancillary equipment are subject to a first fixed charge in favour of [•].";

Investments

- (h) not take or allow the taking of any action on its behalf which may result in the rights attaching to any of the Investments being altered or further shares in a Relevant Company being issued;
- (i) pay all calls and other payments due and payable in respect of the Shares and, if the Company fails to do so, the Security Agent may pay those calls or other payments on behalf of the Company;
- (j) comply with all requests for information which is within its knowledge and which are made under any law or by any listing or other authority or any similar provision contained in any constitution relating to any of its Investments;
- (k) if any Shares are in, or are converted into, uncertificated form, promptly notify the Security Agent and:
 - (i) act on any instructions given by the Security Agent, and give such directions as the Security Agent may require in order to protect and preserve the Security Agent's Security; and
 - (ii) transfer those Shares to an escrow account in respect of which it has named as escrow agent the Security Agent or any nominee or agent of the Security Agent notified to the Company or any other person approved in writing by the Security Agent;
- (l) ensure that the Shares are, and at all times remain, free from any restriction on transfer to the Security Agent or its nominee(s) or to any buyer from the Security Agent pursuant to the exercise of any rights or remedies of the Security Agent under or pursuant to this Debenture without requiring the consent of the directors of any Relevant Company or any other condition (including rights in relation to pre-emption) to be obtained or met;
- (m) procure that the Security Agent is promptly notified upon the appointment of any additional or replacement director or officer of a Relevant Company and it shall provide the Company with a letter of resignation and letter of authority in the form set out in Part VI (*Form of Director/Secretary Resignation Letter*) and Part VII (*Form of Letter of Authority*) of the Tenth Schedule (*Share Deliverables*) immediately upon such appointment; and

Contracts

- (n) diligently pursue any remedies available to it in respect of any breach of any Material Contract or Other Contract or in respect of any claim arising thereunder or in relation thereto.

13.2 In the case of default by the Company in the performance of any of the covenants contained in clause 13.1 it shall be lawful for (but not obligatory upon) the Security Agent to do whatever may, in the Security Agent's opinion, be necessary to make good such default, and all sums expended by the Security Agent in that regard shall be added to the monies hereby secured and bear interest accordingly.

14. When Security Becomes Enforceable

14.1 On the occurrence of an Event of Default which is continuing, the Security shall become immediately enforceable and the Secured Liabilities shall be due and payable.

14.2 At any time after the Security has become enforceable the Security Agent may, in its absolute discretion, without notice to the Company, without the restrictions contained in the Act and at the times, in the manner and on the terms it thinks fit:

- (a) enforce all or any part of the Security;
- (b) take possession of and hold all or any part of the Secured Assets;
- (c) without first appointing a Receiver, exercise:
 - (i) the power of sale;
 - (ii) all the powers or rights which may be exercisable by the registered holder of the Investments including those set out at clause 8 (*Exercise of Rights in Respect of Shares*);
 - (iii) all or any of the powers and rights conferred on mortgagees by the Act as varied or extended by this Debenture; and
 - (iv) all the powers, authorities and discretions conferred by this Debenture expressly or by implication on any Receiver or otherwise conferred by statute or common law on mortgagees or receivers; and/or
- (d) apply or appropriate any sums which may be received by the Security Agent in respect of the Secured Assets in repayment of the Secured Liabilities.

14.3 Without prejudice to the generality of the foregoing and notwithstanding anything contained in this Debenture:

- (a) the exercise by the Security Agent of the powers and rights conferred on it by virtue of the provisions of Chapter 3 of Part 10 of the Act shall not be subject to any restriction on such exercise contained in section 96(1)(c) of the Act;
- (b) the restrictions on taking possession of mortgaged property contained in section 97 of the Act shall not apply to this Debenture; and
- (c) section 99(1) of the Act shall not apply to this Debenture and any obligations imposed on mortgagees in possession or receivers by virtue of the application of section 99(1) shall not apply to the Security Agent, any Receiver or Delegate.

15. Power of Sale

15.1 The restrictions on the power of sale contained in section 100 of the Act shall not apply to this Debenture.

15.2 The notification requirement contained in section 103(2) of the Act shall not apply to this Debenture.

15.3 Notwithstanding anything to the contrary contained in the Act, the Security Agent reserves the right to consolidate mortgage securities without restriction.

- 15.4 The Company shall not take any action under section 94 of the Act in respect of the Secured Assets, this Debenture or the Secured Liabilities.
16. **Power of Leasing**
- 16.1 The power of leasing conferred upon a mortgagor in possession by section 112 of the Act and the power of accepting the surrender of leases conferred upon a mortgagor in possession by section 114 of the Act and any other powers of leasing, surrendering or accepting surrenders of leases vested in the Company shall not be exercisable without the prior consent in writing of the Security Agent nor shall the Company, without the prior consent in writing of the Security Agent, confer on any person any contractual licence to occupy or any other right or interest in any freehold or leasehold or other immovable property hereby charged or grant any licence or consent to assign, undertake or part with possession or occupation thereof.
- 16.2 In accordance with section 112(3)(c) of the Act, the Company hereby consents to the Security Agent, while in possession, or any Receiver or Delegate, leasing all or any part of the Secured Assets, including any part of the Secured Assets consisting of land.
17. **Appointment of Receiver**
- 17.1 The Security Agent may appoint any person to be a Receiver of all or any part of the Secured Assets:
- (a) at any time after the Security has become enforceable; or
 - (b) if requested by the Company,
- in either case without notice to the Company.
- 17.2 Such an appointment shall be in writing as a deed or under the hand of any officer or manager or any other nominated person of the Security Agent.
- 17.3 The Security Agent may, except as otherwise required by statute, remove any such Receiver and appoint another in his place or appoint another person to act jointly with any such Receiver.
- 17.4 Such an appointment over part only of the Secured Assets shall not preclude the Security Agent from making any subsequent appointment of the same or another Receiver over any part of the Secured Assets over which an appointment has not been previously made.
- 17.5 Where more than one Receiver is appointed they shall have the power to act severally unless the Security Agent shall in the appointment specify to the contrary.
- 17.6 A Receiver shall be deemed at all times and for all purposes to be the agent of the Company in respect of which he is appointed and the Company shall be solely responsible for his acts or defaults and for the payment of his remuneration and the Receiver shall at no time act as agent for the Security Agent.
- 17.7 Neither the Security Agent nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Secured Assets or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with all or any part of the Secured Assets to which a mortgagee in possession might as such be liable.
- 17.8 The restrictions contained in section 108(1) of the Act shall not apply to this Debenture.

18. **Powers of Receiver**

- 18.1 A Receiver shall have all the powers conferred from time to time on receivers by statute and, in addition, power on behalf and at the cost of the Company (notwithstanding liquidation of the Company) to do or omit to do anything which the Company could do or omit to do in relation to the Secured Assets.
- 18.2 Any restrictions on the powers of a receiver contained in the Act, including the restrictions contained in section 108(4) of the Act, shall not apply to this Debenture.
- 18.3 In particular (but without limitation) a Receiver shall have the power to do all or any of the following:
- (a) enter upon, take possession of, collect and get in all or any of the Secured Assets;
 - (b) carry on, manage, develop, reconstruct, amalgamate or diversify the business of the Company or any part thereof or concur in so doing;
 - (c) acquire and develop or demolish any property or other assets without being responsible for loss or damage;
 - (d) sell (including by public auction or private contract), let, exchange, surrender or accept surrenders, grant licences, transfer, assign or otherwise dispose of, or deal with, all or any of the Secured Assets or concur in so doing in such manner for such consideration and generally on such terms and conditions as he may think fit (including conditions excluding or restricting the personal liability of the Receiver or the Security Agent) with full power to convey, let, surrender, accept surrenders or otherwise transfer or deal with such Secured Assets in the name and on behalf of the Company or otherwise and so that the covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Company if he shall consider it necessary or expedient so to do; any such sale, lease or disposition may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as he shall think fit and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment of all Secured Liabilities; Plant and Equipment and fixtures may be severed and sold separately from the premises containing them and the Receiver may apportion any rent and the performance of any obligations affecting the premises sold without the consent of the Company;
 - (e) conduct investigations, sampling, site studies and testing in respect of all or any part of the Secured Assets and take any and all remedial and removal action as he thinks fit or as required by law;
 - (f) make and effect such repairs, renewals, improvements or other alterations to the Secured Assets as he may think fit;
 - (g) maintain, renew, take out or increase insurances of whatever type (including indemnity insurance) for such amounts and on such terms as he may think fit;
 - (h) appoint managers, agents, officers and employees for the purposes specified in this Debenture or to guard or protect the Secured Assets at such salaries and commissions and for such periods and on such terms as he may determine and dismiss the same;

- (i) without any consent by, or notice to, the Company, exercise on behalf of the Company all the powers and provisions conferred on a landlord or a tenant by any legislation from time to time in force relating to rents or otherwise in respect of any part of the Secured Assets but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised;
- (j) without any consent by, or notice to, the Company, exercise for and on behalf of the Company and in the name of the Company all powers and rights of the Company relevant to and necessary to effect the registration with the Property Registration Authority of the crystallisation of the Floating Charge and/or the appointment of a Receiver hereunder;
- (k) raise or borrow any money (including money for the completion with or without modification of any building in the course of construction and any development or project in which the Company was engaged) from, or incur any other liability to, the Security Agent or others on such terms with or without security as he may think fit and so that any such security may be or include an encumbrance on the whole or any part of the Secured Assets ranking in priority to the Security or otherwise;
- (l) promote, procure the formation or otherwise acquire the share capital of any body corporate with a view to such body corporate purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Secured Assets or otherwise, arrange for companies to trade or cease to trade and to purchase, lease, licence or otherwise acquire all or any of the Secured Assets on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit;
- (m) transfer all or any part of the Secured Assets to any other company or body corporate whether or not formed or acquired for that purpose;
- (n) make or require the directors of the Company to make calls, conditionally or unconditionally, on the members of the Company in respect of uncalled capital and enforce payment of any call so made by action (in the name of the Company or the Receiver as may be thought fit) or otherwise;
- (o) exercise, in respect of the Investments, all voting or other powers or rights available to a registered holder thereof in such manner as he may think fit;
- (p) settle, adjust, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the business of the Company or the Secured Assets or in any way relating to the Security and bring, take, defend, compromise, submit to and discontinue any actions, suits, arbitrations or proceedings (including proceedings for the winding up of the Company) whatsoever whether civil or criminal in relation to the matters aforesaid,
- (q) enter into, complete, disclaim, compromise, abandon or disregard, determine or rectify all or any contracts or arrangements in any way relating to or affecting the Secured Assets and allow time for payment of any debts either with or without security as he shall think expedient;
- (r) redeem any prior encumbrance and settle and agree the accounts of the encumbrancer; any accounts so settled and agreed shall (subject to any manifest error) be conclusive and binding on the Company and the money so paid shall be deemed an expense properly incurred by the Receiver;

- (s) apply for, seek, negotiate and renew (whether on the same or different terms) any Authorisation (including any planning permissions and retention of planning permission) necessary or desirable in the opinion of the Receiver for the purposes of or in connection with the Secured Assets or the conduct of the Company's business or trade;
- (t) sell, license or otherwise dispose of any Intellectual Property the subject of the Security in consideration of a royalty or other periodical payment;
- (u) delegate to any person or persons or company or fluctuating body of persons all or any of the powers exercisable by the Receiver under this Debenture and/or the Act (without the restrictions contained in the Act);
- (v) generally, at his option, use the name of the Company and/or the Company's common seal in the exercise of all or any of the powers hereby conferred;
- (w) exercise, or permit the Company or any nominees of the Company to exercise, any powers or rights incidental to the ownership of the Secured Assets in such manner as he may think fit;
- (x) take any and all steps or other action (including legal proceedings) for the purposes of enforcing, protecting or preserving any contractual rights forming part of the Secured Assets;
- (y) to the extent permitted by law, and without prejudice to any other right or power conferred on him by this Debenture, exercise all or any of the rights and powers conferred on statutory receivers under Schedule 1 of the National Asset Management Agency Act 2009 (as if references therein to NAMA were references to the Security Agent); and
- (z) sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers aforesaid or to the realisation of the Security and use the name of the Company for all the above purposes.

18.4 Section 108(7) of the Act shall not apply to the commission and/or remuneration of a Receiver appointed pursuant to this Debenture. A Receiver shall be entitled to remuneration at a rate to be fixed by agreement between him and the Security Agent (or, failing such agreement, to be fixed by the Security Agent).

19. Delegation of Powers of the Security Agent

The Security Agent may, at any time and from time to time, delegate by power of attorney or in any other manner (including under the hand of any officer of the Security Agent) to any person or persons or company or fluctuating body of persons all or any of the powers, authorities and discretions which are, for the time being, exercisable by the Security Agent under this Debenture or under the Act without the restrictions contained in the Act in relation to the Secured Assets, and any such delegation may be made upon such terms and conditions (including power to sub-delegate) and subject to such regulations as the Security Agent may think fit, and the Security Agent shall not be in any way liable or responsible to the Company for any loss or damage arising from any act, default, omission, or misconduct on the part of any Delegate (or sub-delegate).

20. Liability of the Security Agent in Possession

- 20.1 If the Security Agent or any Receiver or Delegate appointed by the Security Agent shall enter into possession of the Secured Assets, the Security Agent may, from time to time at pleasure, go out of such possession.
- 20.2 The Security Agent shall not, in any circumstances either by reason of any entry by it into, or taking by it of possession of, the Secured Assets or for any other reason whatsoever and whether as mortgagee in possession or on any other basis whatsoever, be liable to account to the Company for anything except the Security Agent's own actual receipts or be liable to the Company for any loss or damage arising from any realisation by the Security Agent of the Secured Assets or from any act, default or omission of the Security Agent in relation to the Secured Assets or from any exercise or non-exercise by the Security Agent of any power, authority or discretion conferred upon it in relation to the Secured Assets by or pursuant to this Debenture or by the Act unless such loss or damage shall be caused by the Security Agent's own fraud or gross negligence.
- 20.3 All the provisions of clause 20.2 shall apply in respect of the liability of any Receiver or Delegate in all respects as though every reference in clause 20.2 to the Security Agent were instead a reference to such Receiver or Delegate (as the case may be).
- 20.4 The Company shall indemnify the Security Agent and every Receiver and Delegate against all actions, claims, demands, losses, expenses or liabilities of whatever nature now or hereafter incurred by them or by any officer, agent or employee for whose liability act or omission they or any of them may be answerable for anything done or omitted in the exercise or purported exercise of the powers contained in this Debenture or occasioned by any breach by the Company of any of its covenants or other obligations to the Security Agent unless such loss or damage shall be caused by the Security Agent's, or the Receiver's or Delegate's, own fraud or wilful neglect or gross negligence.

21. Application of Monies

- 21.1 Subject to clause 28.1 (*Application of Proceeds*) of the Facility Agreement all monies arising from the exercise of the powers of enforcement of the Security shall be applied, after the discharge of all sums, obligations and liabilities having priority thereto, in the following manner and order:
- (a) in or towards payment of all costs, charges and expenses of, and incidental to, the appointment of any Receiver hereunder and his remuneration;
 - (b) in payment and discharge of any liabilities incurred or payable by the Receiver, whether on his own account or on behalf of the Company, in the exercise of any of the powers of the Receiver including the costs of realisation of the Secured Assets in respect of which he was appointed;
 - (c) in or towards payment of all such costs, charges, losses expenses and other sums as are mentioned in clause 32 (*Costs and Expenses*) and interest thereon;
 - (d) in or towards payment or discharge of the Secured Liabilities in such order as the Security Agent in its absolute discretion may from time to time determine; and
 - (e) in payment of any surplus to the Company or other persons entitled thereto.
- 21.2 Subject to clause 28.1 (*Application of Proceeds*) of the Facility Agreement, all monies from time to time received by the Security Agent from the Company, or any person or persons or

company liable to pay the same, or from any Receiver or otherwise on the realisation or enforcement of the Security may be applied by the Security Agent either as a whole or in such proportions as the Security Agent shall think fit to any account or item of account or any transaction to which the same may be applicable.

21.3 The provisions of clause 21.1 shall take effect as and by way of variation to the provisions of sections 106(3), 107 and 109 of the Act which provisions as so varied and extended shall be deemed incorporated herein and as regards section 109 as if they related to a receiver of the Secured Assets and not merely a receiver of the income thereof.

22. Protection of Buyers

22.1 No buyer, mortgagor, mortgagee or other person or company dealing with a Receiver, the Security Agent or a Delegate shall be concerned to enquire whether the Security has become enforceable or whether any power exercised or purported to be exercised by him or it has become exercisable or whether any money is due on the Security or as to the propriety or regularity of any sale by or other dealing with such Receiver, the Security Agent or Delegate but any such sale or dealing shall be deemed to be within the powers hereby conferred and to be valid and effectual accordingly and all the protection to buyers contained in sections 104, 105 and 106(1) of the Act shall apply to any person purchasing from or dealing with a Receiver, the Security Agent or a Delegate.

22.2 Without prejudice to the generality of clause 22.1 above, the production of this Debenture to the authority, body or other person liable to pay Compensations Rights or other payments to the Company shall be a sufficient authority to it or him to pay such compensation and/or other monies to the Security Agent.

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

22.4 In this clause 22 (*Protection of Buyers*) “**buyer**” includes any person acquiring for money or money’s worth, any lease of, or encumbrance over, or any other interest or right whatsoever in relation to, the Secured Assets.

23. Power of Attorney

23.1 The Company hereby by way of security for the performance of its obligations under this Debenture irrevocably appoints the Security Agent, any Receiver and any Delegate and each of them jointly and also severally to be the attorney of the Company (with full powers of substitution and delegation) and in its name or otherwise and on its behalf and as its act and deed and at its own cost after the occurrence of an Event of Default which is continuing:

- (a) to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which the Company may or ought to do under the covenants and provisions contained in any Finance Document;
- (b) generally in its name and on its behalf to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Debenture or by any statute or common law on the Security Agent or any Receiver or which may be required or which the Security Agent or any Receiver shall deem fit for carrying any sale, lease, charge, mortgage or dealing by the Security Agent or by any Receiver into effect or for giving to the Security Agent or any Receiver the full benefit of these presents; and

- (c) generally to use the name of the Company in the exercise of all or any of the powers, authorities or discretions conferred on the Security Agent or any Receiver.

23.2 The Company hereby ratifies and confirms and agrees to ratify and confirm whatsoever any such attorney shall do or purport to do by virtue of this clause 23 (*Power of Attorney*) and all money expended by any such attorney shall be deemed to be expenses incurred by the Security Agent hereunder.

23.3 The Security Agent, any Receiver or Delegate (as the case may be) shall, in connection with the exercise of the said power of attorney, be the agent of the Company and the Company shall be solely responsible for the acts and defaults of that person and liable on any contracts or engagements made or entered into by it except that the Company shall not be in any way responsible for any fraud, gross negligence or wilful default by that person.

24. Continuing Security

24.1 The Security:

- (a) shall be a continuing security for the Secured Liabilities and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Liabilities;
- (b) is in addition to, and shall not merge with, or otherwise prejudice or affect, any contractual or other right or remedy or any guarantee, lien, pledge, encumbrance, bill, note, mortgage or other security (whether created by the deposit of documents or otherwise) now or hereafter held by, or available to, the Security Agent for or in respect of the Secured Liabilities or any other obligations whatsoever; and
- (c) shall not be in any way prejudiced or affected by any act, omission, matter or thing which, but for this clause 24.1(c), would reduce, release or prejudice any of its obligations under this Debenture including:
 - (i) any time, waiver, consent, indulgence or concession granted to, or composition with, the Company or any other person;
 - (ii) the exchange, variation or release of, or refusal or neglect to perfect or enforce, the Security or any rights which the Security Agent may now or hereafter have or any failure to realise the full value of any of the Secured Assets;
 - (iii) any incapacity or lack of power, authority or legal personality of, or dissolution or change in the members or status or constitution of, the Company or any other person;
 - (iv) any amendment, extension, restatement (in each case, however fundamental and whatsoever nature) or replacement of any Finance Document or any other document or security including any change in the purpose of, any extension of, or any increase in, any facility or the addition of any new facility under any Finance Document or other document or security;
 - (v) any unenforceability, illegality or invalidity of:
 - (A) the Secured Liabilities; and

(B) any security, guarantee, indemnity, remedy or other right held by, or available to, the Security Agent;

(vi) any insolvency or similar proceedings; or

(vii) any act, event or omission which, but for this clause 24.1(c) would or might have discharged, or otherwise prejudiced or affected, the liability of the Company.

24.2 Until the Security has been released in accordance with the terms of this Debenture, the Company:

(a) waives all rights of subrogation and indemnity against any Relevant Company;

(b) waives any right it might have to require the Security Agent to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Debenture against the Company; and

(c) agrees not to:

(i) demand or accept or to negotiate, assign, charge or otherwise dispose of any monies, obligations or liabilities now or hereafter due or owing to it by any Relevant Company;

(ii) take any step to enforce any right against any Relevant Company for the same;

(iii) claim any set-off or counter claim against any Relevant Company or the Security Agent;

(iv) claim or prove in competition with the Security Agent in the insolvency, bankruptcy or liquidation, examination or administration of any Relevant Company; or

(v) have the benefit of, or share in, any payment or composition from the same or in any other security now or hereafter held by the Security Agent for any monies, obligations or liabilities of any Relevant Company.

If the Company acts in breach of this clause, anything so received and any benefit derived directly or indirectly by it therefrom shall be held in trust for the Security Agent as a continuing security for the Secured Liabilities.

25. **Avoidance of Payments**

Any release, discharge or settlement between the Company and the Security Agent shall be conditional upon no security, disposition or payment to any Secured Party by the Company or any other person being void, set aside or ordered to be refunded pursuant to any enactment of law relating to bankruptcy, liquidation, administration, examinership or insolvency or for any other reason whatsoever, and if such condition shall not be fulfilled, the Security Agent shall be entitled to enforce this Debenture subsequently to the full extent of the Secured Liabilities as if such release, discharge or settlement had not occurred and any such payment had not been made.

26. Proviso for Redemption

26.1 Subject to clause 25 (*Avoidance of Payments*), at the end of the Security Period, at the request and expense of the Company, the Security Agent shall (but subject to the rights and claims of any person having prior rights thereto) reassign the property and assets assigned to the Security Agent by or pursuant to this Debenture and release or otherwise discharge the Security.

26.2 Forthwith upon the release of this Debenture pursuant to clause 26.1, the Security Agent shall deliver to the Company those documents (or such relevant documents) deposited with the Security Agent under this Debenture.

27. Set-Off

27.1 Without prejudice to any other right of set-off or of combining accounts or any similar right to which any Secured Party may be entitled at law or in equity and, without prejudice to anything else herein contained, each Secured Party shall be entitled at any time without prior notice to the Company to:

- (a) set-off any obligation due, owing or incurred by the Company to that Secured Party whether actually or contingently against any obligation (whether or not matured) owed by that Secured Party to the Company regardless of place of payment, booking or branch;
- (b) debit any account of the Company (whether sole or joint) with that Secured Party or any of its offices anywhere with all or any part of the Secured Liabilities from time to time; and/or
- (c) combine or consolidate all or any accounts of the Company (whether sole or joint) with that Secured Party,

in all cases in whatever currency or currencies and whether or not any period, of any deposit or by reference to which interest thereon is calculated, has expired.

27.2 For these purposes any Secured Party shall be entitled:

- (a) to make any currency conversions or effect any transaction in currencies which it thinks fit, and to do so at such times and rates it thinks proper;
- (b) to break or determine the balance on any account in whole or in part (and any costs in connection with such breaking or determination shall form part of the Secured Liabilities); and
- (c) to effect any transfers between, or entries on, any of the Company's accounts which that Secured Party considers proper.

28. Subsequent Charges and New Accounts

If the Security Agent shall at any time receive or be deemed to have received notice of any subsequent mortgage, charge or interest affecting the Secured Assets or any assignment or transfer thereof which is prohibited by the terms of this Debenture:

- (a) the Security Agent may open a new account or accounts for the Company in its books; and

- (b) if the Security Agent does not in fact open such new account, then unless it gives express written notice to the Company to the contrary, the Security Agent shall be treated as if it had in fact opened such account or accounts at the time when it received or was deemed to have received such notice,

and as from such time and when such express written notice shall be given to the Company, all payments by or on behalf of the Company to the Security Agent shall be credited or treated as having been credited to such new account or accounts and not as having been applied in reduction of the Secured Liabilities at such time.

29. **Suspense Account**

29.1 All monies received by the Security Agent, a Receiver or Delegate under this Debenture:

- (a) may, at the discretion of the Security Agent, Receiver or Delegate (as the case may be), be credited to an interest-bearing suspense account;
- (b) may be held in that account for such period as the Security Agent, Receiver or Delegate (as the case may be) thinks fit.

29.2 If the Security is enforced at a time when no amount is due to the Security Agent but at a time when amounts may or shall become due, the Security Agent (or Receiver or Delegate) may pay the proceeds of any recoveries effected by it into such number of interest-bearing suspense accounts as it considers appropriate.

30. **Currency Indemnity**

30.1 If any sum due from the Company under this Debenture or any order or judgment given or made in relation hereto has to be converted from the currency (the “**first currency**”) in which the same is payable hereunder or under such order or judgment into another currency (the “**second currency**”) for the purpose of:

- (a) making or filing a claim or proof against the Company;
- (b) obtaining or enforcing an order or judgment in any court or other tribunal; or
- (c) applying the same in satisfaction of any part of the Secured Liabilities,

the Company agrees to indemnify and hold harmless the Security Agent from and against any loss suffered as a result of any discrepancy arising out of the conversion including:

- (i) the rate of exchange used to convert the sum in question from the first currency into the second currency; and
- (ii) the rate or rates of exchange at which the Security Agent is able to purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof or for application in satisfaction of the Secured Liabilities.

30.2 The rate or rates of exchange referred to in clause 30.1 shall be determined by the Security Agent in accordance with applicable market practice and the Security Agent’s certificate as to the amount of any such rate shall be conclusive, save in the case of manifest error.

31. **Certificate of the Security Agent Conclusive**

A certificate signed by an officer of the Security Agent as to the amount at any time hereby secured or as to any applicable rate of interest shall, as against the Company, be conclusive evidence as to the amount thereof.

32. **Costs and Expenses**

32.1 All costs and expenses (including any tax liability and any legal costs and, in each case, value added tax) incurred by the Security Agent, any Secured Party or, as the case may be, any Receiver or Delegate:

- (a) in the negotiation, preparation and execution of this Debenture and the completion of the transactions contemplated herein;
- (b) in the exercise of any of the rights, remedies and powers conferred on the Security Agent or, as the case may be, any Receiver or Delegate, by this Debenture or in the perfection or enforcement of any other security for or guarantee in respect of the Secured Liabilities or in connection with any proceedings instituted by or against the Security Agent in relation to the title to the whole or any part of the Secured Assets; and
- (c) as a consequence of holding the Security or any claims or proceedings in relation thereto or to any of the Secured Assets,

shall be reimbursed by the Company to the Security Agent on demand on a full indemnity basis and shall carry interest from the date of such demand until so reimbursed at the rate referred to in clause 3.2.

32.2 The Company shall pay all stamp, registration and other taxes to which this Debenture or any judgment in connection herewith is, or at any time may be, subject and shall indemnify the Security Agent against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying such tax.

32.3 The cost of the Company complying with any of its obligations under this Debenture (including its obligations under clause 2 (*Prescribed Form Charge over Registered Land*) and clause 7 (*Perfection of Security and Further Assurance*)) shall be borne by the Company.

33. **Payments Free Of Deduction**

All payments to be made under this Debenture shall be made free and clear of any deduction for, or on account of, tax unless the Company is required to make such payment subject to the deduction or withholding of tax, in which case the sum payable by the Company in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Security Agent and each other Secured Party receives and retains (free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

34. **Financial Collateral**

34.1 To the extent that:

- (a) all or any part of the assets mortgaged, charged or otherwise secured under this Debenture constitute "**financial collateral**"; and

- (b) this Debenture and the obligations of the Company under this Debenture constitute a “**security financial collateral arrangement**”,

in each case for the purpose of, and as defined in, the European Communities (Financial Collateral Arrangements) Regulations 2010 (SI No 626 of 2010) (the “**Regulations**”), the Security Agent shall have the right after the Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

- 34.2 For the purpose of clause 34.1 above, the parties agree that the value of the financial collateral so appropriated shall be the market value of that financial collateral determined reasonably by the Security Agent by reference to a public index or by such other process as the Security Agent may select, including independent valuation. The parties further agree that the method of valuation provided for in this Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

35. **Severability**

If at any time any one or more of the provisions of this Debenture (or part of a provision of this Debenture) is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability;

- (a) in that jurisdiction of any other provision of this Debenture (including the remainder of a provision, where only part thereof is or has become illegal, invalid or unenforceable); or
- (b) under the law of any other jurisdiction of that or any other provision of this Debenture.

36. **Assignment**

- 36.1 This Debenture shall be binding upon and inure to the benefit of each of the parties and their respective successors, permitted assigns and permitted transferees and references in this Debenture to any of them shall be construed accordingly.
- 36.2 The Company may not assign or transfer all or any of its rights, benefits or obligations under this Debenture. The Security Agent may, without the consent of the Company, assign all or any part of its rights, benefits or obligations under this Debenture.
- 36.3 The Security Agent may disclose to a potential assignee or to any person who may otherwise enter into contractual relations with the Security Agent in relation to this Debenture such information about the Company and this Debenture as the Security Agent considers appropriate.

37. **Variations, Waivers and Remedies**

- 37.1 A variation of this Debenture is valid only if it is in writing and executed by or on behalf of each party.
- 37.2 A waiver of any right or remedy under this Debenture or by law, or any consent given under this Debenture, shall only be effective if given in writing in accordance with clause 37 (*Amendments and Waivers*) of the Facility Agreement by the waiving or consenting party and shall not be deemed a waiver of any other breach or default.

37.3 No failure on the part of the Security Agent to exercise, nor any delay in exercising any right, remedy, power or privilege under the Facility Agreement, this Debenture or any other document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

37.4 The rights, remedies, powers and privileges under this Debenture are cumulative and not exclusive of any such right, remedy, power or privilege that may otherwise be available to the Security Agent.

38. **The Security Agent's Discretion**

Any liberty or power which may be exercised or any determination which may be made hereunder by the Security Agent shall be exercised or made in the manner provided for in the Facility Agreement.

39. **Safe Custody of Documents**

39.1 The Security Agent hereby undertakes with the Company for the safe custody of such of the documents of title relating to the Secured Assets of which it retains possession or control.

39.2 The Company agrees that in the event of the loss or destruction of, or injury to, the documents of title relating to the Secured Assets, the Security Agent shall have no liability to the Company:

- (a) if the loss, destruction or injury occurred:
 - (i) prior to actual receipt of the documents of title in question by the Security Agent from the Company or the Company's solicitor, or
 - (ii) after the documents of title in question have been given by the Security Agent to some other person at the written request of the Company and before the documents have been received back by the Security Agent; or
 - (iii) while the documents of title in question were in the possession of the Property Registration Authority of Ireland; or
- (b) for any damages suffered by the Company as a result of the loss or destruction of, or injury to, the documents of title in question where such damages:
 - (i) do not directly and naturally result from such loss, destruction or injury, or
 - (ii) relate to loss of profit or expected profit from the Company's business or from the development of the Secured Assets.

39.3 This clause 39 shall be regarded as an undertaking for safe custody of documents of title given under section 84 of the Act.

40. **Limitations**

This Debenture does not render any liability a Secured Liabilities to the extent that doing so would result in this Debenture constituting unlawful financial assistance within the meaning of section 82 of the Companies Act or any equivalent and applicable provisions under the laws of any other relevant jurisdiction.

41. **No Partnership**

No provision of this Debenture creates a partnership between the parties or makes a party the agent of the other party for any purpose.

42. **Entire Agreement**

This Debenture, the Finance Documents and the documents referred to therein together constitute the entire agreement and understanding of the parties and supersede any previous agreement, statement, representation, warranty, understanding, undertaking, promise, assurance, usage or course of dealing between the parties relating to the subject matter of this Debenture and the Finance Documents.

43. **Notices**

Any notice or other communication to be given under or for the purposes of this Debenture shall be in writing and shall be treated as properly served or given if delivered in accordance with clause 33 (*Notices*) of the Facility Agreement.

44. **Counterparts**

This Debenture may be executed in any number of counterparts and by the different parties to this Debenture on separate counterparts, each of which, when executed and delivered, shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

45. **Governing Law and Jurisdiction**

45.1 This Debenture and all non-contractual obligations arising out of or in connection with it shall be governed by the laws of Ireland.

45.2 The courts of Ireland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture) (a "**Dispute**").

45.3 The parties agree that the courts of Ireland are the most appropriate and convenient courts to settle Disputes and accordingly no party shall argue to the contrary.

45.4 This clause 45 is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

**FIRST SCHEDULE
(Secured Premises)**

Unregistered Land

None at the date of this Debenture

Registered Land

None at the date of this Debenture

**SECOND SCHEDULE
(Shares)**

None at the date of this Debenture

**THIRD SCHEDULE
(Intellectual Property)**

None at the date of this Debenture

**FOURTH SCHEDULE
(Material Contracts)**

1. the Escrow Agreement;
2. each Subordinated Loan Agreement;
3. any other Transaction Document to which the Company may be a party.

**FIFTH SCHEDULE
(Plant and Equipment)**

None at the date of this Debenture

**SIXTH SCHEDULE
(Accounts)**

None at the date of this Debenture

**SEVENTH SCHEDULE
(Insurances)**

None at the date of this Debenture

**EIGHTH SCHEDULE
(Form of Notices and Acknowledgments)**

**Part I
Form of Notice for Material Contracts**

To: [insert name of Contract Party]

Date: [•]

Dear Sir/Madam

We hereby give you notice that by a debenture dated [•] (the “**Debenture**”), we assigned to Allied Irish Banks, p.l.c. (the “**Security Agent**” which term shall include its successors, transferees and assigns) acting in its capacity as security trustee for certain secured parties all of our right, title and interest in, to and under the following agreements:

[•], (the “**Material Contract(s)**”).

We confirm that:

- (a) we shall remain liable under each Material Contract to perform all the obligations assumed by us under the Material Contract(s); and
- (b) none of the Security Agent, its agents, any receiver or any other person shall at any time be under any obligation or liability to you under or in respect of the Material Contract(s).

We shall remain entitled to exercise all of our rights under each Material Contract and you should continue to give notice under each Material Contract to us, unless and until you receive notice from the Security Agent stating that the security has become enforceable.

After receipt of such notice all notices must be given to the Security Agent and all rights and remedies provided for in the Material Contract(s) shall be exercisable by, and available to, the Security Agent or as it directs.

Please note that we have agreed not to amend or waive any term of or terminate any Material Contract without the prior written consent of the Security Agent.

This notice and the terms set out herein shall be irrevocable save as otherwise advised in writing by the Security Agent.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Agent at 10 Molesworth Street, Dublin 2, Ireland marked for the attention of Barry O’Dwyer, AIB Capital Markets with a copy to ourselves.

This letter or any non-contractual obligation arising out of, or in connection with, this letter shall be governed by the laws of Ireland.

Yours faithfully

Authorised Signatory

For and on behalf of:
Slate Office Ireland Investment Limited

Part II
Form of Acknowledgement for Material Contracts

To: Allied Irish Banks, p.l.c.

[Date]

Cc: Slate Office Ireland Investment Limited

Dear Sir/Madam

Debenture dated [•] November 2021 between Slate Office Ireland Investment Limited and Allied Irish Banks, p.l.c. (the “Debenture”)

We acknowledge receipt from Slate Office Ireland Investment Limited (the “**Company**”) of a notice (the “**Notice**”) dated [•] of an assignment on the terms of the Debenture of all of the Company’s rights in respect of [*insert details of the Material Contract(s)*] (the “**Material Contract(s)**”).

We confirm our consent to the assignment and that we have not received notice of any previous assignments or charges of or over any of the rights, interests and benefits referred to in the Notice.

We confirm that:

- (a) we shall comply in all respects with the terms of the Notice;
- (b) no amendment, waiver or release of any of such rights, interests and benefits shall be effective without your prior written consent;
- (c) we are not aware of any breach by the Company of the terms of any Material Contract;
- (d) we undertake to notify you of any material breach or default on the part of the Company of any of the terms of the Material Contract(s) of which we are aware and to allow you to make good such breach;
- (e) we undertake to disclose to you without any reference to or further authority from the Company any information relating to any Material Contract which you may at any time request; and
- (f) we shall not exercise any right of combination, consolidation, set-off or counterclaim which we may have in respect of the Material Contract(s).

This letter or any non-contractual obligation arising out of, or in connection with, this letter shall be governed by the laws of Ireland.

Yours faithfully

Authorised Signatory

For and on behalf of:
[*insert name of Contract Party*]

**Part III
Form of Notice for Insurances**

To: [*insert name of insurer*]

[Date]

Dear Sir/Madam

1. We hereby give you notice that, by a debenture dated [•] November 2021 (the “**Debenture**”), we assigned to Allied Irish Banks, p.l.c. (the “**Security Agent**” which term includes its successors, transferees and assigns) acting in its capacity as security trustee for certain secured parties all of our rights, title, interest and benefits in respect of, *inter alia*, the insurance policies with you set out below and all our future policies with you (each an “**Insurance**”) and all claims, proceeds and returns of premia in respect thereof to which we are, or may at a future time become, entitled.
2. A reference in this letter to any amounts excludes all amounts received or receivable under or in connection with any third party liability Insurance and required to settle our liability to a third party.
3. We confirm that:
 - (a) we shall remain liable under each Insurance to perform all the obligations assumed by us under such Insurance;
 - (b) none of the Security Agent, its agents, any receiver or any other person shall at any time be under any obligation or liability to you under or in respect of any Insurance;
 - (c) after receipt of notice pursuant to paragraph 4 below, all amounts payable to us under each Insurance shall be paid to the Security Agent at:

Bank:	[•]
Account Number:	[•]
Account Name:	[•]
Sort Code:	[•]

or such other account as the Security Agent may specify from time to time.
4. Subject to the above, we shall remain entitled to exercise all of our rights under each Insurance and you should continue to give notice under each Insurance to us, unless and until you receive notice from the Security Agent stating that the security has become enforceable.
5. After receipt of such notice all notices must be given to the Security Agent and all rights and remedies provided for in each Insurance shall be exercisable by, and available to, the Security Agent or as it directs.
6. You shall give notice to the Security Agent in writing:
 - (a) if we propose to cancel or give notice of cancellation of any Insurance at least 30 days before such cancellation is to take effect;

- (b) of any material alteration or, the termination or expiry of any such Insurance at least 30 days before such alteration, termination or expiry is to take effect; and
 - (c) promptly of any default in the payment of any premium or failure to renew any such Insurance and shall give the Security Agent not less than 30 days in which to pay the defaulted premium without cancelling the policy during such 30 days period.
7. Please note on the relevant contracts the Security Agent's separate insurable interest as composite insured and as sole-loss payee.
 8. Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Agent at 10 Molesworth Street, Dublin 2, Ireland marked for the attention of Barry O'Dwyer, AIB Capital Markets with a copy to ourselves.
 9. This notice and the terms set out herein shall be irrevocable save as otherwise advised in writing by the Security Agent.
 10. This letter or any non-contractual obligation arising out of, or in connection with, this letter shall be governed by the laws of Ireland.
 11. The Insurance(s) to which this letter relates are, as at the date hereof as follows:

[Insert details of insurance policies]

Yours faithfully

Authorised Signatory

For and on behalf of:
Slate Office Ireland Investment Limited

Part IV
Form of Acknowledgement for Insurances

To: Allied Irish Banks, p.l.c. [Date]

cc: Slate Office Ireland Investment Limited

Dear Sir/Madam

Debenture dated [•] November 2021 between Slate Office Ireland Investment Limited and Allied Irish Banks, p.l.c. (the “Debenture”)

We acknowledge receipt from Slate Office Ireland Investment Limited (the “**Company**”) of a notice (the “**Notice**”) dated [•] of an assignment on the terms of the Debenture of all of its rights, title, interest and benefits in respect of each Insurance (as defined in the Notice) (which includes the insurance policies set out in the Notice and all future policies of insurance held by the Company with us) and all claims, proceeds and returns of premia in respect thereof to which the Company is or may at a future time become entitled.

We confirm our consent to the assignment and that we have not received notice of any previous assignments or charges of or over any of the rights, interests and benefits referred to in the Notice.

We confirm that:

- (a) we shall comply in all respects with the terms of the Notice;
- (b) no amendment, waiver or release of any such rights, interests and benefits shall be effective without your prior written consent;
- (c) we undertake to note on the relevant contracts the separate insurable interest of the Security Agent as sole loss payee and as composite insured;
- (d) we undertake to notify you of any material breach or default on the part of the Company of any of the terms of the Insurance(s) of which we are aware and to allow you to make good such breach;
- (e) we shall give notice to the Security Agent in writing:
 - (i) if we propose to cancel or give notice of cancellation of any Insurance at least 30 days before such cancellation is to take effect;
 - (ii) of any material alteration or, the termination or expiry of any such Insurance at least 30 days before such alteration, termination or expiry is to take effect; and
 - (iii) promptly of any default in the payment of any premium or failure to renew any such Insurance and shall give the Security Agent not less than 30 days in which to pay the defaulted premium without cancelling the policy during such 30 days period;

- (f) we undertake to disclose to you without any reference to, or further authority from, the Company any information relating to any Insurance which you may at any time request; and
- (g) we shall not exercise any right of combination, consolidation, set-off or counterclaim which we may have in respect of the Insurance(s).

This letter or any non-contractual obligation arising out of, or in connection with, this letter shall be governed by the laws of Ireland.

Yours faithfully

Authorised Signatory

For and on behalf of:
[insert name of insurer]

Part V
Form of Notice for Account Bank

To: [*insert name of Account Bank*]

[Date]

Dear Sir/Madam

We refer to our account(s) with you as follows:

[•], (the “**Account(s)**”).

We hereby give you notice that by a debenture dated [•] November 2021, we assigned to Allied Irish Banks, p.l.c. (the “**Security Agent**”) which term shall include its successors, transferees and assigns) acting in its capacity as security trustee for certain secured parties all of our right, title and interest in and to the Account(s) and the balance for the time being and from time to time standing to the credit of the Account(s) together with all interest thereon and the debt represented thereby.

We irrevocably instruct and authorise you from time to time and at any time without reference to, or further authority from, us and without any enquiry by you as to the justification for any such matter:

- (a) to disclose to the Security Agent such information relating to the Account(s) as the Security Agent may request you to disclose to it;
- (b) following receipt of notice pursuant to paragraph (d), to hold all sums of money (whether representing principal or interest) standing to the credit of the Account(s) to the order of the Security Agent;
- (c) following receipt of notice pursuant to paragraph (d), to pay or release all or any part of the sums (whether representing principal or interest) standing to the credit of the Account(s) in accordance with the written instructions of the Security Agent; and
- (d) to comply with the terms of any written notice or instructions in any way relating to or purporting to relate to the Account(s) and the sums (whether representing principal or interest) standing to the credit of the Account(s) or the debt represented thereby which you may receive from the Security Agent.]

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Agent at 10 Molesworth Street, Dublin 2, Ireland marked for the attention of Barry O’Dwyer, AIB Capital Markets with a copy to ourselves.

This notice and the terms set out herein shall be irrevocable save as otherwise advised in writing by the Security Agent.

This letter or any non-contractual obligation arising out of, or in connection with, this letter shall be governed by the laws of Ireland.

Yours faithfully

Authorised Signatory
For and on behalf of:
Slate Office Ireland Investment Limited

Part VI
Form of Acknowledgement from the Account Bank

To: Allied Irish Banks, p.l.c.

[Date]

cc: Slate Office Ireland Investment Limited

Dear Sir/Madam

Re: Slate Office Ireland Investment Limited (the "Company")

We acknowledge receipt of a notice (the "Notice") dated [•] of an assignment in your favour of all the Company's rights, title and interest in and to its account number(s) [•] with us (the "Account(s)") and the balance for the time being and from time to time standing to the credit of the Account(s) together with all interest thereon and the debt represented thereby (the "Credit Balance").

We confirm that:

- (a) we accept the instructions and authorisations contained in the Notice and we undertake to act in accordance and comply with the terms of the Notice;
- (b) [until you notify us in writing that withdrawals are prohibited, the Company may make withdrawals from the Accounts;
- (b) upon receipt of the notice referred to in paragraph (b),¹ we shall not permit the whole or any part of the Credit Balance to be withdrawn or transferred except on your written instructions or with your prior written consent;
- (c) we have not received notice of any right or interest of any third party in the Account(s) or the Credit Balance and we shall forthwith give you notice of any such actual or potential right or interest of which we become aware; and
- (d) we have neither claimed or exercised nor shall claim or exercise any security interest, set-off, counterclaim or other rights in respect of the Account(s) or the Credit Balance.

We are aware that you are relying on this letter in connection with your rights under the above-mentioned assignment.

This letter or any non-contractual obligations arising out of, or in connection with, this letter is governed by the laws of Ireland.

Yours faithfully

Authorised Signatory

For and on behalf of:

[insert name of Account Bank]

¹ to be included for Accounts other than Blocked Accounts.

Signature of witness: _____	Signature of witness: _____
Name of witness: _____	Name of witness: _____
Address of witness: _____	Address of witness: _____
Occupation of witness: _____	Occupation of witness: _____
Note - For execution and the attestation of the execution of a charge - see Rules 54 and 55.	

Please indicate, by ticking the appropriate box in the right hand column, which description applies to this transfer, and then complete and sign the form below:

1. FORM OF CERTIFICATE TO EVIDENCE APPLICABILITY OF STAMP DUTY <u>EXEMPTION</u>		
I/We hereby certify that:		
(a) (in the case of a transfer on sale) the transaction effected by this instrument does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value, of the consideration which is attributable to stocks or marketable securities exceeds €1,000.	<input type="checkbox"/>	
(b) (in the case of a transfer operating as a voluntary disposition inter vivos) the transaction effected by this instrument does not form part of a larger transaction or of a series of transactions in respect of which the value, or the aggregate value, of the stocks or marketable securities concerned exceeds €1,000.	<input type="checkbox"/>	
2. FORM OF CERTIFICATE APPROPRIATE WHERE THE TRANSFER IS <u>NOT CHARGEABLE</u> WITH STAMP DUTY		
I/We hereby certify that the transaction effected by this instrument falls within the description (if any) indicated below:		
(a) a transfer vesting the property in trustees on the appointment of a new trustee of a pre-existing trust, or on the retirement of a trustee.	<input type="checkbox"/>	
*(b) a transfer, where no beneficial interest in the property passes (i) to a mere nominee of the transferor, (ii) from a mere nominee of the transferee to the transferee or (iii) from one nominee to another nominee of the same beneficial owner.	<input type="checkbox"/>	
*(c) a transfer by way of security for a loan; or a re-transfer to the original transferor on repayment of a loan.	<input type="checkbox"/>	
(d) a transfer to a residuary legatee of shares, etc., which forms part of the residue divisible under a will.	<input type="checkbox"/>	
(e) a transfer to a beneficiary under a will of a specific legacy of shares, etc.	<input type="checkbox"/>	
(f) a transfer of shares, etc., being the property of a person dying intestate, to the persons or person entitled thereto.	<input type="checkbox"/>	
(g) a transfer to a beneficiary under a settlement on distribution of the trust funds, of shares, etc., forming the share, or part of the share, of those funds to which the beneficiary is entitled in accordance with the terms of the settlement.	<input type="checkbox"/>	
(h) a transfer by the liquidator of a company of shares, etc., forming part of the assets of the company, to which the transferee is entitled in satisfaction or part satisfaction of his or her rights as a shareholder of the company.	<input type="checkbox"/>	
*(i) (otherwise than above) a transfer on any occasion, not being a transfer on sale or a transfer chargeable as if it were a transfer on sale.	<input type="checkbox"/>	
Signature †		
*Here set out concisely the facts explaining the transaction in a case falling within 2(b), (c) or (i).		
.....		
.....		
.....		
.....		
.....		
Date.....20....		
† Signature(s) of Transferor(s):	1. 2. 3. 4.	† Signature(s) of Transferee(s):
		1. 2. 3. 4.
Description:	Description:	

†Note:- The certificate at 1 (a) or (b) above should be signed by the transferee(s). The certificate at 2 above should be signed by the transferor(s) or the transferee(s), provided that the signator(y/ies) should have full knowledge of the relevant facts.

Part II
Form of Shareholder's Letter of Authority

To: Allied Irish Banks, p.l.c.
10 Molesworth Street
Dublin 2
Ireland
Attention: Barry O'Dwyer, AIB Capital Markets
as Security Agent

Date: [•]

Dear Sir/Madam

[*Insert name of Relevant Company*] (the "**Relevant Company**")

We hereby unconditionally and irrevocably authorise you to date and otherwise complete the following documents deposited by ourselves with yourselves in respect of our shares in the Relevant Company pursuant to the debenture dated today (the "**Debenture**") between ourselves and yourselves, as and when you become entitled to date and complete the same pursuant to the terms of the Debenture:

- (a) share transfer form;
- (b) irrevocable proxy;
- (c) irrevocable appointment; and
- (d) dividend mandate.

Yours faithfully

For and on behalf of
and duly authorised by:
Slate Office Ireland Investment Limited

Part III
Form of Irrevocable Proxy

We hereby irrevocably appoint Allied Irish Banks, p.l.c. as our proxy to vote at meetings of the shareholders of [*insert name of Relevant Company*] (the "**Relevant Company**") in respect of any existing or further shares in the Relevant Company which may have been or may from time to time be issued to us and/or registered in our name. This proxy is irrevocable by reason of being coupled with the interest of Allied Irish Banks, p.l.c. under a debenture with respect to the aforesaid shares.

For and on behalf of
and duly authorised by
Slate Office Ireland Investment Limited

Dated: [*should be left undated by Company*]

Part IV
Form of Irrevocable Appointment

We hereby irrevocably appoint Allied Irish Banks, p.l.c. as our duly authorised representative to sign resolutions in writing of [*insert name of Relevant Company*] (the "**Relevant Company**") in respect of any existing or further shares in the Relevant Company which may have been or may from time to time be issued to us and/or registered in our names.

For and on behalf of
and duly authorised by
Slate Office Ireland Investment Limited

Dated: [*should be left undated by Company*]

Part V
Form of Dividend Mandate

From: Slate Office Ireland Investment Limited (the “**Company**”)

To: The Secretary
[*Insert name of Relevant Company*]

Date: [*should be left undated by Company*]

Dear Sir/Madam

We refer to:

- (a) [•] shares of [•] each (the “**Shares**”) in the capital of [*insert name of Relevant Company*] (the “**Relevant Company**”), of which we are the registered holder; and
- (b) a debenture dated [•] November 2021 from the Company in favour of Allied Irish Banks, p.l.c. (the “**Security Agent**”) (the “**Debenture**”) pursuant to which we have created security over the Shares in favour of the Security Agent.

We hereby request that:

- (i) you forward to the Security Agent, until further written notice by the Security Agent, all cash dividends that may become from time to time payable on the Shares; and
- (ii) you act in accordance with paragraph (i) and the request therein without requiring further evidence of the identity of the Security Agent, the security having become enforceable, the number of the Shares in respect of which the Security Agent is entitled under the Debenture to receive dividends or any other matter relating to compliance with, or entitlement under, the Debenture.

This request is irrevocable. Compliance with this request shall be a good discharge to the Relevant Company.

Yours faithfully

Authorised Signatory
For and on behalf of:
Slate Office Ireland Investment Limited

Part VI
Form of Director/Secretary Resignation Letter

To: The Secretary and Directors
[insert name of Relevant Company]

Date:[should be left undated by director/Secretary]

Dear Sir/Madam

I resign as a director/Secretary of [insert name of Relevant Company] and confirm that I have no right to compensation or claims against [insert name of Relevant Company] for loss of office, arrears of pay or otherwise howsoever.

Signed and delivered as a deed by
[insert name of director/Secretary] in the
presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

**Part VII
Form of Letter of Authority**

To: Allied Irish Banks, p.l.c.
10 Molesworth Street
Dublin 2
Ireland
Attention: Barry O'Dwyer, AIB Capital Markets
as Security Agent

Date: [•]

Dear Sir/Madam

[Insert name of Relevant Company] (the "Relevant Company")

I hereby unconditionally and irrevocably authorise you to date and otherwise complete the director/Secretary letter of resignation deposited by me with yourselves pursuant to the debenture dated today (the "Debenture") between Slate Office Ireland Investment Limited and yourselves, as and when you become entitled to date and complete the same pursuant to the terms of the Debenture.

Signed and delivered as a deed by [insert name of director/Secretary] in the presence of:

Signature of Witness

Name of Witness

Address of Witness

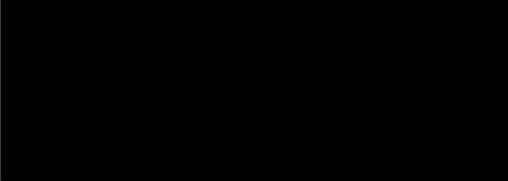
Occupation of Witness

EXECUTION PAGE

IN WITNESS whereof the parties have executed and delivered this Debenture as a deed on the date first written above.

THE COMPANY

SIGNED and DELIVERED as a DEED

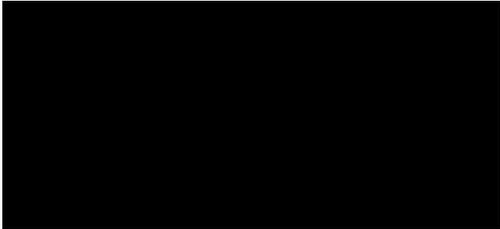


by

as attorney for SLATE OFFICE IRELAND INVESTMENT LIMITED,

in the presence of:

Signature of Witness



Name of Witness

Address of Witness

Occupation of Witness



THE SECURITY AGENT

Present when the Common Seal
of **Allied Irish Banks, p.l.c.**
was affixed to this Deed
and this Deed was delivered:

[Redacted Signature]

Authorised Signatory

[Redacted Signature]

Authorised Signatory

