

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Manufacturing Control Systems Limited		10/01/2019	Limited Corporation: IRELAND
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4032292	ELEMOS	
CORRESPONDENCE DATA			
Fax Number:	3124568435		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.456.8400		
Email:	chiipmail@gtlaw.com		
Correspondent Name:	Greenberg Traurig, LLP		
Address Line 1:	77 W. Wacker Drive		
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Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	194329.010300		
NAME OF SUBMITTER:	Jeffrey P. Dunning		
SIGNATURE:	/Jeffrey P. Dunning/		
DATE SIGNED:	10/07/2020		
Total Attachments: 74			
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EXECUTION VERSION

ADVANCED MANUFACTURING CONTROL SYSTEMS LIMITED
(as Chargor)

SILICON VALLEY BANK
(as Security Agent)

DEBENTURE

William Fry
Solicitors
2 Grand Canal Square
Dublin 2
D02 A342
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CONTENTS

SECTION 1.0 - DEFINITIONS AND INTERPRETATION	6
1.1 DEFINITIONS	6
1.2 FURTHER DEFINITIONS.....	7
1.3 INTERPRETATION	12
1.4 CERTIFICATES.....	13
1.5 FORM 52	13
1.6 FINANCIAL COLLATERAL.....	13
1.7 PERMITTED TRANSACTIONS	14
SECTION 2.0 - NATURE OF SECURITY AND COVENANT TO PAY.....	14
2.1 NATURE AND SCOPE OF SECURITY	14
2.2 COVENANT TO PAY.....	16
SECTION 3.0 - SECURITY	16
3.1 FIXED CHARGES.....	16
3.2 ASSIGNMENTS.....	18
3.3 NON-ASSIGNABLE	19
3.4 FLOATING CHARGE.....	19
3.5 CRYSTALLISATION OF FLOATING CHARGE.....	20
3.6 NEGATIVE PLEDGE	22
3.7 VALIDITY OF SECURITY	22
3.8 CONTINUING OBLIGATIONS.....	22
SECTION 4.0 - CONTINUING SECURITY, ETC	23
4.1 CONTINUING SECURITY.....	23
4.2 ADDITIONAL AND INDEPENDENT SECURITY	23
4.3 OPENING OF NEW ACCOUNTS	23
4.4 SUSPENSE ACCOUNT.....	23
4.5 RELEASE OF SECURITY.....	24
4.6 REINSTATEMENT OF SECURITY.....	24
4.7 DISCRETION OF SECURITY AGENT AND RECEIVERS.....	24
4.8 INDULGENCE	24
4.9 WAIVER OF DEFENCES	24
SECTION 5.0 - PROPERTY COVENANTS.....	26
5.1 NOTICES TO TENANTS	26
5.2 ACQUISITIONS.....	26
5.3 DEPOSIT OF TITLE DEEDS	27
5.4 FORM 52	27
SECTION 6.0 - SHARES AND SHARE RELATED RIGHTS COVENANTS.....	27
6.1 COVENANTS RELATING TO SHARES.....	27
6.2 DEPOSIT OF TITLE DOCUMENTS.....	27
6.3 CHANGES TO RIGHTS.....	29
6.4 CALLS	29
6.5 OTHER OBLIGATIONS IN RESPECT OF SHARES	29
6.6 VOTING AND DIVIDEND RIGHTS.....	30
SECTION 7.0 - SECURITY ACCOUNTS AND BOOK DEBTS COVENANTS	32
7.1 COVENANTS RELATING TO SECURITY ACCOUNTS	32

7.2	SECURITY ACCOUNTS	32
7.3	WITHDRAWALS	32
7.4	COLLECTION OF BOOK DEBTS AND RECEIPTS	33
7.5	NOTICES OF CHARGE	33
7.6	LEGAL ASSIGNMENT	34
SECTION 8.0 - RELEVANT CONTRACTS, INSURANCES COVENANTS		34
8.1	NOTICES OF ASSIGNMENT IN RESPECT OF RELEVANT CONTRACTS AND INSURANCES	34
8.2	NOTICES OF ASSIGNMENT IN RESPECT OF INTERCOMPANY LOANS	34
SECTION 9.0 - REPRESENTATIONS AND WARRANTIES		35
9.1	REPRESENTATIONS AND WARRANTIES	35
SECTION 10.0 - ENFORCEABILITY OF SECURITY		36
10.1	WHEN SECURITY BECOMES ENFORCEABLE	36
10.2	DISCRETION	36
SECTION 11.0 - RIGHTS AND POWERS OF THE SECURITY AGENT		36
11.1	ENTRY INTO POSSESSION	36
11.2	POWER OF SALE	37
11.3	POWER OF LEASING AND ACCEPTING SURRENDERS	37
11.4	POWER TO CONDUCT BUSINESS	37
11.5	PROTECTION OF THIRD PARTIES	38
11.6	CONCLUSIVE RECEIPT	38
11.7	APPLICATION OF MONIES	39
11.8	DELEGATION	39
11.9	INDEMNITY	39
11.10	PRIOR SECURITY INTERESTS	39
SECTION 12.0 - RECEIVERS		40
12.1	POWER OF APPOINTMENT	40
12.2	POWERS OF RECEIVER	40
12.3	LIABILITY OF THE SECURITY AGENT AND RECEIVER	44
12.4	RECEIVER AGENT OF THE CHARGOR	44
12.5	REMUNERATION OF RECEIVER	44
SECTION 13.0 - GENERAL PROVISIONS		45
13.1	FURTHER ASSURANCES	45
13.2	COSTS AND EXPENSES	45
13.3	ASSIGNMENT	45
13.4	CONSOLIDATION OF MORTGAGES	46
13.5	PREFERENTIAL CLAIMS	46
13.6	POWER OF ATTORNEY	46
13.7	ENFORCEMENT OF OTHER RIGHTS	47
13.8	NOTICES	47
13.9	COUNTERPARTS	47
13.10	GOVERNING LAW	47
13.11	JURISDICTION	47
SCHEDULE 1		49
	SECURED PROPERTY	49
PART 1		49
	REGISTERED LAND	49

PART 2	49
UNREGISTERED FREEHOLD LAND	49
PART 3	49
UNREGISTERED LEASEHOLD LAND	49
SCHEDULE 2	50
PART 1	50
FIXTURES AND FITTINGS	50
PART 2	50
RELEVANT CONTRACTS	50
PART 3	50
LICENCES	50
PART 4	50
SHARES	50
PART 5	50
INTELLECTUAL PROPERTY	50
PART 6	51
SECURITY ACCOUNTS	51
PART 7	51
INSURANCES	51
PART 8	51
OCCUPATIONAL LEASES	51
SCHEDULE 3	52
SECURITY ACCOUNTS	52
PART 1	52
NOTICE TO ACCOUNT BANK	52
PART 2	54
ACKNOWLEDGEMENT OF ACCOUNT BANK	54
SCHEDULE 4	56
RELEVANT CONTRACTS/INSURANCES	56
PART 1	56
NOTICE TO CONTRACT PARTY	56
PART 2	57
ACKNOWLEDGEMENT OF CONTRACT PARTY	57
PART 3	58
NOTICE OF ASSIGNMENT OF INSURANCES	58
PART 4	60
LETTER OF UNDERTAKING FROM INSURER	60
PART 5	61
NOTICE TO OCCUPATIONAL TENANT	61
PART 6	63
ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT	63
SCHEDULE 5	64
REGISTERED LAND	64
SCHEDULE 6	66
SHARES	66
PART 1	66

LETTER OF AUTHORITY	66
PART 2	67
IRREVOCABLE PROXY	67
PART 3	68
DIVIDEND MANDATE.....	68
PART 4	69
LETTER OF RESIGNATION	69
PART 5	70
LETTER OF AUTHORITY	70
PART 6	71
STOCK TRANSFER FORM.....	71

THIS DEED is made on 1 October 2019

BETWEEN:

- (1) **ADVANCED MANUFACTURING CONTROL SYSTEMS LIMITED**, a company registered in Ireland with company registration number 368284 and whose registered office is at Block C, City East Plaza, Ballysimon, Co. Limerick (hereinafter called the "Chargor"); and
- (2) **SILICON VALLEY BANK** a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara California 95054, USA with a loan production office at 275 Grove Street – Suite 2-200, Newton Massachusetts 02466 and with its United Kingdom branch located at Alphabeta, 14-18 Finsbury Square, London EC2A 1BR as security agent for the Secured Parties (hereinafter called the "Security Agent")

RECITALS:

- A. The Original Lenders have agreed to make certain Facilities available to the Borrower pursuant to the terms of the Senior Facilities Agreement.
- B. It is one of the conditions of the Facilities that the Chargor executes and delivers this Debenture and provides to the Security Agent on behalf of the Secured Parties the security created by this Debenture.
- C. The Directors of the Chargor are satisfied that it is in the best interests of and for the corporate benefit of the Chargor to enter into this Debenture.
- D. The Security Agent is entering into this Debenture as security agent on behalf of the Secured Parties.

THIS DEED WITNESSES as follows:

SECTION 1.0 - DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed (including the Recitals), all terms and expressions shall, unless defined in this Deed or the context otherwise requires, have the meaning attributed to such terms and expressions in the Senior Facilities Agreement (whether defined expressly therein or by reference to another document).

1.2 Further Definitions

In this Deed (including the Recitals):

Account Bank means a bank, financial institution or any other entity with which the Chargor holds a Security Account;

Act means the Land and Conveyancing Law Reform Act 2009 of Ireland;

Agreement for Lease means an agreement to grant an Occupational Lease for all or part of a Secured Property;

Book Debts means, in respect of the Chargor, all present and future book debts and other debts, rentals, sales proceeds, royalties, fees, revenues, value added tax and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, it (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable and non-negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor'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;

Companies Act means the Companies Act 2014 of Ireland;

Copyright means, in respect of the Chargor:

- (a) all of its copyrights;
- (b) all renewals, reversions and extensions of the foregoing; and
- (c) all income, royalties, proceeds and liabilities at any time due or payable or asserted and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

Default Rate means the rate calculated in accordance with Clause 14.3 (Default Interest) of the Senior Facilities Agreement;

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

Fixtures and Fittings means, in respect of the Chargor, all present and future, fixed and moveable fixtures and fittings (including trade fixtures and fittings) and fixed plant, machinery, equipment, implements, motor vehicles and utensils from time to time on any freehold or leasehold property charged by or pursuant to this Deed or otherwise thereon or owned by the Chargor from time to time, including, but not limited to the fixtures, fittings, plant, machinery, equipment, implements, motor vehicles and utensils listed in Part 1 of Schedule 2 (Fixtures and Fittings);

Floating Charge Property means, in respect of the Chargor, the property of the Chargor charged by way of floating charge pursuant to Clause 3.4 (Floating Charge) of this Deed;

Form 52 means a form in substantially the same form as that set out at Schedule 5 (Registered Land) of this Deed;

Insurances means, in respect of the Chargor, contracts and policies of insurance (including, for the avoidance of doubt, all cover notes), including but not limited to the contracts and policies, existing as at the date hereof and listed in Part 7 of Schedule 2 (Insurances) and such other contracts and policies which are taken out after the date of this Deed by or on its behalf or (to the extent of such interest) in which it has an interest (except for third-party liability insurances, public liability insurance and insurance in favour of employees) and all claims, proceeds and returns of premiums of each such contract and policy;

Intellectual Property means, in respect of the Chargor, all Copyrights, Patents, Trademarks, Software, intellectual property licences, publication rights, registered designs, (including applications and rights to apply therefor and all renewals, modifications, extensions and derivations thereof), inventions, rights, trademarks, service marks, trade and business names, internet domain names (whether registered or not) (including applications and rights to apply therefor and all renewals, modifications, extensions and derivations thereof), confidential information and know-how, trade secrets, goodwill and all other intellectual property rights of a similar nature in any part of the world and all fees, royalties and other rights and benefits of every kind deriving from any of the above and which now or at any time hereafter belong to it including, but not limited to, those listed in Part 5 of Schedule 2 (Intellectual Property);

Intercompany Loans means all Financial Indebtedness in respect of which one member of the Group is the creditor of another member of the Group;

Lease means, in respect of the Chargor, all Lease Documents (as may be amended, restated, substituted, supplemented or otherwise modified, varied or replaced) and includes a guarantee of any tenant's obligation under the same and shall include, without limitation, the Occupational Leases listed in Part 8 of Schedule 2 (Occupational Leases);

Lease Document means :

- (d) an Agreement for Lease;
- (e) an Occupational Lease; or
- (f) any other document designated as such by (1) the Agent or the Security Agent and (2) the Chargor;

Licences means, in respect of the Chargor, all licences now or from time to time hereafter held by or on behalf of the Chargor and all licences pertaining to the Secured Property, including but not limited to the licences listed in Part 3 of Schedule 2 (Licences), as the same may be amended, varied, extended, renewed or supplemented from time to time;

Occupational Lease means any lease or licence or other right of occupation or right to receive rent to which a Secured Property may at any time be subject and includes any guarantee of a tenant's obligations under the same;

Patents means, in respect of the Chargor:

- (a) all of its patents;
- (b) all reissues, re-examinations, continuations, continuations in part, divisionals, renewals and extensions of the foregoing; and
- (c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

Permitted Transaction means any transaction, matter or other step permitted by the Senior Facilities Agreement;

Planning Acts means the Planning and Development Acts 2000 to 2018 of Ireland, the Building Control Acts 1990 to 2014 of Ireland and any regulations, order, notice or direction made thereunder or deriving validity from it;

Property Related Rights means, in respect of the Chargor, all its rights to be paid or receive compensation under any statute by reason of any compulsory acquisition, requisition or other exercise of compulsory power in relation to the Secured Property or any part thereof or any refusal, withdrawal or modification of planning permission or approval relative thereto or any control or restriction imposed on or affecting the use of all or any part of the Secured Property and any covenant or undertaking for or in connection with the design, construction, fit out or maintenance of any building or structure now or in the future on the Secured Property or for

the making of roads and footpaths, laying down of sewers or the provision of all other usual utilities and services including street lighting and for the payment of charges, levies or expenses in respect of the Secured Property and any indemnity against payment of such charges or expenses;

Receiver means any one or more receivers and/or manager appointed by the Security Agent in respect of the Chargor over all or any part of the Security Assets;

Relevant Contracts means each contract, agreement and instrument listed in Part 2 of Schedule 2 (Relevant Contracts) (as the same may be amended, restated, substituted, supplemented or otherwise modified or replaced);

Rental Income means, in respect of the Chargor, all rents, fees and other amounts payable or paid to or for the benefit of it pursuant to, or in contemplation of, any Occupational Lease;

Secured Obligations has the meaning given to that term in the Intercreditor Agreement;

Secured Property means in respect of the Chargor all the freehold and/or leasehold (registered or unregistered) and other immovable property it now holds or in which in the future it acquires a legal or beneficial interest including any freehold or leasehold or other immovable property specified against its name and listed at Schedule 1 (Secured Property) of this Deed and such expressions shall include any part or parts of the Secured Property together with all rights and appurtenances of whatever nature appertaining thereto and all buildings and Fixtures and Fittings from time to time thereon;

Security means the security constituted or intended to be constituted by this Deed;

Security Accounts means, in respect of the Chargor, the bank accounts in its name as more particularly listed in Part 6 of Schedule 2 (Security Accounts) bearing the account numbers set out therein and all other current, deposit or other accounts with any bank or financial institution or other person in which it has an interest and any replacement or redesignated accounts from time to time and the debt represented thereby;

Security Assets means, in respect of the Chargor, all its assets, undertakings, rights and property (both present and future), the subject of the Security;

Security Interest means a mortgage, charge, pledge, hypothecation, lien or other assignment or deposit by way of security or other security interest whatsoever securing any obligation of any person or any other agreement or arrangement having a similar effect;

Security Period means the period beginning on the date of this Deed and ending on the Senior Discharge Date;

Senior Facilities Agreement means the senior facilities agreement dated on or about the date of this Debenture between, among others, (1) Advanced Manufacturing Control Systems Limited as Company, (2) the financial institutions listed therein as Original Lenders, (3) Silicon Valley Bank as Agent and (4) Silicon Valley Bank as Security Agent;

Share Related Rights means in relation to any Shares:

- (a) all dividends, distributions, interest and other income paid or payable after the date hereof on all or any of the Shares;
- (b) all stocks, shares, securities (and the dividends and interest thereon), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Shares or in substitution or exchange for any of the Shares;
- (c) all rights relating to any of the Shares which are deposited with or registered in the name of any depository, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee (including rights against any such person); and
- (d) all other rights attaching or relating to any of the Shares and all cash or other securities or investments in the future deriving from any of the Shares or such rights;

Shares means, in respect of the Chargor, all shares specified in Part 4 of Schedule 2 (Shares) and all other shares, stocks, debentures, bonds, warrants, coupons or other securities and investments and all other interests (including, but not limited to, loan capital), in each case together with all Share Related Rights, now or in the future owned from time to time by it, or held by any nominee or trustee on its behalf, in whatever form in every company, corporation, firm, entity or consortium wheresoever situate;

Software means:

- (a) all computer programs, including source code and object code versions;
- (b) all data, databases and compilations of data, whether machine readable or otherwise; and
- (c) all documentation, training materials and configurations related to any of the foregoing;

Trademarks means, in respect of the Chargor:

- (a) all of its trademarks

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

1.3 Interpretation

- (a) Except as provided below and unless the context otherwise provides, Clause 1.2 (Construction) of the Senior Facilities Agreement shall apply to this Deed as if all references therein to **this Agreement** were to **this Deed**.
- (b) In this Deed, unless the contrary intention appears, a reference to:
 - (i) an **amendment**, includes a supplement, amendment, novation, restatement or re-enactment and **amended** is to be construed accordingly;
 - (ii) **company**, includes a corporation or a body corporate;
 - (iii) **related company** means a related company within the meaning of the Companies Act;
 - (iv) a provision or matter **including** or which **includes** shall be construed without limitation to any events, circumstances, conditions, acts or matters listed or specified after those words;
 - (v) the **winding up, dissolution** or **examinership** of a company shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which a company carries on business including, but not limited to, the seeking of liquidation, winding up, reorganisation, dissolution, examinership, administration, arrangements, adjustment, protection or relief of debtors;
 - (vi) a provision of law is a reference to that provision as extended, applied, amended, substituted or re-enacted and includes any subordinate legislation made thereunder; and
 - (vii) the singular includes the plural and vice versa.

- (c) Unless the contrary intention appears, a reference to a **month** or **months** is a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month or the calendar month in which it is to end, except that:
 - (i) if the numerically corresponding day is not a Business Day, the period will end on the next Business Day in that month (if there is one) or the preceding Business Day (if there is not);
 - (ii) if there is no numerically corresponding day in that month, that period will end on the last Business Day in that month; and
 - (iii) notwithstanding sub-clause (i) above, a period which commences on the last Business Day of a month will end on the last Business Day in the calendar month in which it is to end.
- (d) Unless the contrary intention appears, the index to and the headings in this Deed do not affect its interpretation.
- (e) Unless the context otherwise provides, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.
- (f) Section 75 of the Act shall not apply to this Deed.
- (g) In the event of a conflict between the terms of this Deed and the terms of the Senior Facilities Agreement or the terms of the Intercreditor Agreement, the terms of the Senior Facilities Agreement or the terms of the Intercreditor Agreement (as applicable) shall prevail.

1.4 Certificates

Any certificate or determination of the Security Agent as to any amounts owing under this Deed will be conclusive and binding on the Chargor, save in the case of manifest error.

1.5 Form 52

Any Form 52 required or entered into pursuant to or in connection with this Deed shall form part of this Deed and all references to **this Deed** shall be construed accordingly.

1.6 Financial Collateral

To the extent that any of the Security Assets constitute "financial collateral" and this Deed and the obligations of the Chargor and the Security Agent hereunder constitute a "security financial collateral arrangement" (in each case as defined in the European Communities (Financial

Collateral Arrangements) Regulations 2010 (the **Regulations**)) the Security Agent shall have the right, at any time after the Security has become enforceable, to appropriate any or all of the Security Assets which constitutes financial collateral in such manner as it thinks fit in or towards the satisfaction of the Secured Obligations in accordance with the Regulations. For this purpose the parties agree that the value of such financial collateral so appropriated shall be a market price or value at the time of appropriation as determined by the Security Agent by such process as the Security Agent may select including independent valuation. The parties further agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

1.7 Permitted Transactions

The Security Agent shall promptly enter into such documentation and/or take such other action as is required by the Chargor (acting reasonably) in order to facilitate any Permitted Transaction, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document, provided that any costs and expenses incurred by the Security Agent entering into such documentation and/or taking such other action at the request of the Chargor pursuant to this Clause 1.7 (Permitted Transactions) shall be for the account of the Chargor, subject to Clause 22 (Costs and Expenses) of the Senior Facilities Agreement.

SECTION 2.0 - NATURE OF SECURITY AND COVENANT TO PAY

2.1 Nature and Scope of Security

- (a) Notwithstanding anything to the contrary in this Deed, the obligations, liabilities and undertakings under this Deed shall be deemed not to be undertaken or incurred to the extent that the same would:
 - (i) constitute unlawful financial assistance prohibited by Section 82 of the Companies Act (or any analogous provision of any other applicable law); or
 - (ii) constitute a breach of Section 239 of the Companies Act (or any analogous provision of any other applicable law).
- (b) The Chargor expressly confirms that it intends the Security to extend from time to time to any variation, increase, extension or addition (however fundamental) to the Finance Documents or any facility or amount made available or owing under or in connection with the Finance Documents.
- (c) If the Chargor is prohibited from creating security over any of its assets (including for the avoidance of doubt, its rights under any document) without obtaining the consent of a third party:

- (i) the Chargor must notify the Security Agent promptly upon it becoming aware of the same;
 - (ii) the fixed charge or assignment created by this Deed shall not take effect as regards the relevant asset until such consent is obtained, at which time that asset shall immediately become subject to such charge or assignment;
 - (iii) if applicable, the Security will constitute security over all amounts which the Chargor may receive, or has received, under that document but exclude the Chargor's other rights under the document itself; and
 - (iv) unless the Security Agent otherwise requires, the Chargor must use best endeavours to promptly obtain the consent of such third party to that asset being secured under this Deed.
- (d) Without prejudice to Clause 2.1(c) above, any assets subject to third party arrangements which are permitted by the Senior Facilities Agreement and which prevent those assets from being charged shall be excluded from the Security provided that prior to the occurrence of a Declared Default, the Chargor shall use its commercially reasonable endeavours to obtain consent to charge any such assets and keep the Security Agent informed of the progress of the Chargor's negotiations with such third parties for a maximum period of twenty (20) Business Days from the earlier of:
- (i) the date on which the Chargor becomes aware (in the ordinary course) that an asset constitutes excluded property; and
 - (ii) the date on which the Security Agent requires the Chargor to obtain such third party consent,
- (provided that the Chargor is satisfied (acting reasonably and in good faith) that such endeavours will not involve placing relationships with third parties in jeopardy) to obtain any consent to charge any such assets, if it determines (acting reasonably and in good faith) that the relevant assets are material in the context of the business of the Group as a whole.
- (e) The Security Agent holds the benefit of this Deed and the Security on trust for the Secured Parties.

2.2 Covenant to Pay

The Chargor hereby unconditionally and irrevocably covenants with the Security Agent that it will on demand pay, discharge or perform the Secured Obligations when they become due.

SECTION 3.0 - SECURITY

3.1 Fixed Charges

As continuing security for the payment, performance and discharge of all of the Secured Obligations, the Chargor in favour of the Security Agent as legal and beneficial owner hereby:

- (a) **charges** by deed by way of first fixed charge (and in the case of registered land as registered owner or the person entitled to be registered as owner) all the freehold or leasehold (registered or unregistered) and other immovable property specified against its name and listed at Schedule 1 (Secured Property) of this Deed with the payment, performance and discharge to the Security Agent of the Secured Obligations, and hereby assents to the registration of this charge for present and future advances as a burden on such property;
- (b) **charges** by way of first fixed charge all other of its (if any) freehold or leasehold and other immovable property now vested in it (whether or not registered) together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and includes without limitation the Fixtures and Fittings;
- (c) **charges** by way of first fixed charge all of its future freehold and leasehold and other immovable property, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and includes without limitation the Fixtures and Fittings;
- (d) **charges** by way of first fixed charge the Licences;
- (e) **charges** by way of first fixed charge the Shares and all Share Related Rights;
- (f) **charges** by way of first fixed charge the Fixtures and Fittings;
- (g) **charges** by way of first fixed charge the Security Accounts together with all monies from time to time standing to the credit of such accounts and all other rights and benefits accruing or arising in connection with such accounts, including but not limited to entitlements to interest;

- (h) **charges** by way of first fixed charge all Book Debts, all other moneys due and owing to it and the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to each of the same;
- (i) **charges** by way of first fixed charge all its Intellectual Property, provided that to the extent that a fixed charge is not created over any of the Intellectual Property by this Clause 3.1(i), the charge thereover purported to be effected by this clause shall operate as an absolute assignment of any and all damages, compensation, remuneration, profit, rent, royalty or income which it may now or at any time hereafter derive therefrom or be awarded or entitled to in any respect thereof;
- (j) **charges** by way of first fixed charge all of its beneficial interest, claim or entitlement in and to any pension fund and in and to any asset of any pension fund;
- (k) **charges** by way of first fixed charge all of its goodwill now or in the future belonging to it;
- (l) **charges** by way of first fixed charge all of its uncalled capital and all rights and claims to which it is now or may hereafter become entitled as a result of any calls made in relation thereto;
- (m) **charges** by way of first fixed charge all rights and benefits in respect of the Insurances to the extent that they are not effectively assigned by Clause 3.2 (Assignments) below;
- (n) **charges** by way of first fixed charge the benefit of any and all Authorisations (statutory or otherwise) all rights consents, licences, authorisations and claims to which it is now or may hereafter become entitled in relation to or in connection with the Security Assets, including those against any manufacturer, supplier, installer, builder, contractor, professional advisor, lessee or licensee and any guarantor or surety for the obligations of any such person and, to the extent that any of the Security Assets are now or at any time hereafter hired, leased or rented to any other person, the rights under the hiring, leasing or rental contract or agreement and any guarantee, indemnity or security for the performance of the obligation of such person and any other rights and benefits relating thereto;
- (o) **charges** by way of first fixed charge all of its rights under any document, agreement or instrument to which it is a party; and

- (p) **charges** by way of first fixed charge to the extent to which they have not been effectively assigned pursuant to Clause 3.2 (Assignments), all its rights, title, interest and benefit in and to the Security Assets referred to in Clause 3.2 (Assignments).

3.2 Assignments

As continuing security for the payment, performance and discharge of all of the Secured Obligations the Chargor, as legal and beneficial owner hereby assigns and agrees to assign absolutely to the Security Agent by way of first fixed security, all its present and future right, title, interest and benefit in and to:

- (a) (insofar as the same are capable of assignment) all Property Related Rights;
- (b) (insofar as the same are capable of assignment) the Insurances and all proceeds in respect of the Insurances and all rights and benefits in respect of the Insurances;
- (c) (insofar as the same are capable of assignment) all of its rights and benefits (but not its obligations) in respect of:
 - (i) all Relevant Contracts (including all monies payable to it and all claims, awards and judgments in favour of or received or receivable by it under or in connection with any Relevant Contracts);
 - (ii) all Leases (including all monies payable to it and all claims, awards and judgements in favour of or received or receivable by it under or in connection with any Lease);
 - (iii) all Rental Income;
 - (iv) all guarantees of Rental Income contained in or relating to any Leases;
 - (v) the Security Accounts together with all monies from time to time standing to the credit of such account and all other rights and benefits accruing or arising in connection with such accounts including but not limited to entitlements to interest;
 - (vi) all Hedging Agreements;
 - (vii) all letters of credit issued in its favour;

(viii) all bills of exchange and other negotiable instruments held by it;
and

(d) all of its rights in respect of any Intercompany Loans to which it is a party
in its capacity as creditor.

3.3 Non-Assignable

To the extent that any such right, title and interest described in Clause 3.2(b) or 3.2(c)(i), (ii),
(iv), (vi) or (vii) is not assignable or capable of assignment:

(a) the assignment purported to be effected by Clause 3.2 (Assignments) shall
operate as:

(i) in the case of the Insurances, an assignment of any and all
present and future proceeds of the Insurances; and

(ii) in the case of the Relevant Contracts, Leases, guarantees of
Rental Income, Hedging Agreements and letters of credit (as the
case may be) an assignment of all present and future damages,
compensation, remuneration, profit, rent, income or monies
which the Chargor may derive therefrom or be awarded or
entitled to in respect thereof; and

in each case as continuing security for the payment and performance of the Secured
Obligations; and

(b) the Chargor shall hold the benefit of any such right, title and interest in trust
for the Security Agent.

3.4 Floating Charge

As continuing security for the payment, performance and discharge of the Secured
Obligations, the Chargor, as legal and beneficial owner, hereby charges to the Security Agent
by way of first floating charge all of its undertakings, property, assets and rights whatsoever
and wheresoever both present and future, to the extent not effectively charged or assigned to
the Security Agent (whether at law or in equity) pursuant to Clause 3.1 (Fixed Charges), Clause
3.2 (Assignments) and Clause 3.3 (Non-Assignable) of this Deed or not otherwise subject to
an effective fixed security in favour of the Security Agent.

3.5 Crystallisation of Floating Charge

- (a) The Security Agent may at any time:
- (i) on or after the occurrence of a Declared Default; or
 - (ii) if the Security Agent has reasonable grounds for considering that all or a substantial part of the Floating Charge Property is in danger of being seized or sold under any form of distress or execution levied or threatened to be levied or to be otherwise in jeopardy; or
 - (iii) if an event occurs which the Security Agent considers could reasonably affect the priority, enforceability or validity of the Security;

by notice in writing to the Chargor convert the floating charge with immediate effect into a fixed charge with regard to any Floating Charge Property specified in the notice.

- (b) Notwithstanding Clause 3.5(a) above and without prejudice to any rule of law which may have a similar effect, the floating charge created under Clause 3.4 (Floating Charge) shall automatically be converted with immediate effect into a fixed charge as regards the Floating Charge Property and without notice from the Security Agent to the Chargor on:
- (i) the Chargor ceasing to carry on its business;
 - (ii) the presentation of a petition for the compulsory winding up of the Chargor or any analogous event under the laws of any Relevant Jurisdiction;
 - (iii) the passing of a resolution for the voluntary winding up of the Chargor;
 - (iv) the appointment by any person of a receiver and/or manager to the Chargor or any of its assets or any analogous event under the laws of any Relevant Jurisdiction;
 - (v) the presentation of a petition for the appointment of an Examiner to the Chargor or any related company;
 - (vi) the creation or attempted creation of any Security Interest 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; or

(vii) the issuance of a notice by the Registrar of Companies of Ireland striking the Chargor off the register of companies pursuant to the Companies Act; or

(viii) the issuance of a notice by the Registrar of Companies of Ireland threatening to strike-off the Chargor pursuant to the Companies Act where remedial steps have not been taken to the satisfaction of the Security Agent before the earlier of ten Business Days of the date of receipt of such notice and the date on which the Registrar of Companies of Ireland has notified the Chargor that the Chargor will be struck off.

(c) Upon the conversion and crystallisation of the floating charge created by or pursuant to this Deed, whether automatically or with notice or otherwise, the Security Agent and the Chargor hereby agree that in relation to the Security Assets in respect of which such conversion and crystallisation has occurred:

(i) such conversion and crystallisation shall be irrevocable and the resultant fixed charge over such Security Assets shall not be capable of decrystallising (unless the Security Agent determines otherwise at any time in its absolute discretion) but shall have full force and effect in law and in equity as if this Deed had initially subjected such Security Assets to a fixed charge;

(ii) it shall immediately cease to be entitled to deal with such Security Assets, whether in accordance with Clause 3.6 (Negative Pledge) or otherwise and, in addition to any other restrictive covenants which already apply to such Security Assets pursuant to this Deed, it shall not be entitled to:

(A) create or permit to subsist any Security Interest over such Security Assets;

(B) sell, transfer, assign, licence, part with possession of or otherwise deal with or dispose of in any manner all or any part of such Security Assets; and

- (C) create or grant (or purport to create or grant) any interest in such Security Assets in favour of any third party; and
- (d) Nothing in this Clause 3.5 (Crystallisation of Floating Charge) shall prejudice or affect any other event which may cause the floating charge created by this Deed to crystallise over the Security Assets.

3.6 Negative Pledge

- (a) The Chargor shall not, save pursuant to a Permitted Transaction or to the extent expressly permitted by the Finance Documents or with the prior written consent of the Security Agent:
 - (i) create or permit to subsist any Security Interest in any Security Asset; or
 - (ii) do or permit to be done any act or thing that would or might depreciate, jeopardise or otherwise prejudice the Security or materially diminish the value of any of the Security Assets or the effectiveness of the Security.
- (b) Without prejudice to Clause 3.6(a)(i) to (iii) above but in addition to the restrictions in those sub-clauses, the Chargor shall not sell, assign, charge, factor or discount or in any other manner deal with any of the Book Debts without the prior written consent of the Security Agent or pursuant to a Permitted Transaction.

3.7 Validity of Security

The Security shall be and shall be deemed to be effective and shall have effect whether or not the principal monies and interest and all other sums intended to be hereby secured or any part thereof shall be advanced before or after or upon the date of the execution of this Deed.

3.8 Continuing Obligations

Notwithstanding any other provisions of this Deed:

- (a) the Chargor shall remain liable under any contracts (including the Relevant Contracts, Insurances and Leases), agreements and other documents included in the Security Assets to which it is a party (to the extent set forth therein) to perform all of its duties and obligations thereunder to the same extent as if this Deed had not been executed;

- (b) the exercise by the Security Agent of any of the rights hereunder shall not release the Chargor 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 Security Assets by reason of this Deed, nor shall the Security Agent be obligated to perform any of the obligations or duties or to discharge any of the liabilities of the Chargor thereunder or to make any payment or any enquiry as to the nature or sufficiency of any payment received by it or the Chargor or to take any action to collect or enforce any such contract, agreement or other document.

SECTION 4.0 - CONTINUING SECURITY, ETC.

4.1 Continuing Security

The Security shall be a continuing security for the Secured Obligations and shall not be considered as satisfied or discharged by any intermediate payment or settlement of all or any of the Secured Obligations.

4.2 Additional and Independent Security

This Security is in addition to, independent of and shall not in any way prejudice or affect any other Security Interest now or hereafter held by the Security Agent for the Secured Obligations. The Security shall not merge with nor be prejudiced by any other Security Interest or the invalidity of any such Security Interest.

4.3 Opening of New Accounts

If the Security Agent receives or is deemed to be affected by actual or constructive notice of any subsequent Security Interest affecting all or part of the Security Assets or if for any reason the Security ceases to be a continuing security, the Security Agent may open a new account for the Chargor and if the Security Agent does not open a new account, it shall nevertheless be treated as if it had done so at the time it received or was deemed to have received such notice. As from that time all payments made to the Security Agent by the Chargor shall be treated as having been credited to such new account and shall not operate to reduce or have the effect of discharging any part of the Secured Obligations.

4.4 Suspense Account

All monies received, recovered or realised by the Security Agent or a Receiver under this Deed may at the discretion of the Security Agent or a Receiver be credited to any suspense or securities realised account for as long as the Security Agent or Receiver thinks fit without any

obligation to apply such monies or any part thereof in or towards the discharge of the Secured Obligations. Amounts standing to the credit of any such suspense account shall bear interest at a rate considered by the Security Agent (acting reasonably) to be a fair market rate.

4.5 Release of Security

On the expiry of the Security Period, the Security Agent will at any time thereafter at the request and cost of the Chargor (but subject to the rights and claims of any person having prior rights to the Security Assets or any of them) and as instructed under the Finance Documents execute and do all such deeds, acts and things that may be necessary to surrender, reassign, discharge or release the Security.

4.6 Reinstatement of Security

- (a) Where any release, discharge or settlement (whether in respect of the Secured Obligations, the Security or otherwise) is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise, the liability of the Chargor under this Deed shall continue as if the discharge or arrangement had not occurred.
- (b) The Security Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

4.7 Discretion of Security Agent and Receivers

Save as otherwise expressly provided for in this Deed any freedom or power which may be exercised or any determination which may be made pursuant to this Deed by the Security Agent or by any Receiver may be exercised or made in its absolute and unfettered discretion and it shall not be obliged to give reasons therefor.

4.8 Indulgence

The Security Agent may from time to time, in its discretion, give time or other indulgence or forbearance to the Chargor or any other party without in any way releasing the Chargor or affecting the Security.

4.9 Waiver of Defences

- (a) The liability of the Chargor under this Deed will not be affected by any act, omission, circumstance, matter or thing which but for this provision would release or prejudice any of its obligations under this Deed or prejudice or diminish such obligations in whole or in part, including without limitation (and whether or not known to the Security Agent or any Secured Party):

- (i) any time, indulgence or waiver granted to, or composition with, the Chargor, any other Obligor or any other person; or
 - (ii) the release of the Chargor, any other Obligor or any other person under the terms of any composition or arrangement with any creditor of the Chargor; or
 - (iii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect or take up or enforce any rights or remedies against, or any security over assets of, the Chargor, any other Obligor or any other person; or
 - (iv) any non-presentment or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any other security; or
 - (v) any legal limitation, disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of or other circumstance relating to, the Chargor, any other Obligor or any other person; or
 - (vi) any variation (however fundamental and whether or not involving any increase in the liability of the Chargor or any other Obligor thereunder) or replacement of any Finance Document or any other document or security so that references to the Finance Documents or other documents or security in this Deed shall include each such variation or replacement; or
 - (vii) any unenforceability, illegality, invalidity or frustration of any obligation of the Chargor, any other Obligor or any other person under any Finance Document or any other document or security, or any failure of the Chargor or any other Obligor to become bound by the terms of a Finance Document whether through any want of power or authority or otherwise; or
 - (viii) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of the Chargor or any other Obligor under a Finance Document or any security granted therefor resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order.
- (b) The Security Agent shall not be concerned to see or investigate the powers or authorities of the Chargor or its officers or agents, and monies obtained

or Secured Obligations incurred in purported exercise of such powers or authorities or by any person purporting to act on behalf of the Chargor shall be deemed to form a part of the Secured Obligations, and **Secured Obligations** shall be construed accordingly.

SECTION 5.0 - PROPERTY COVENANTS

5.1 Notices to Tenants

The Chargor shall:

- (a) serve a notice of assignment, substantially in the form of Part 5 of Schedule 4 (Notice to Occupational Tenant), on each tenant of the Secured Property, such notice to be served:
 - (i) on the occurrence of a Declared Default which is continuing for all tenants in place on that date; and
 - (ii) for any new tenant, after a Declared Default which is continuing has occurred, promptly upon such tenant entering into a Lease Document; and
- (b) use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 6 of Schedule 5 (Acknowledgement of Occupational Tenant).

5.2 Acquisitions

If the Chargor acquires any freehold or leasehold property in accordance with the Senior Facilities Agreement after the date of this Deed it must:

- (a) notify the Security Agent immediately;
- (b) immediately on request by the Security Agent and at the cost of such Chargor, execute, deliver, sign and do all acts and deeds which shall be necessary to grant to the Security Agent a first fixed charge over that property in favour of the Security Agent in any form which the Security Agent may require.

5.3 Deposit of Title Deeds

The Chargor shall immediately:

- (a) deposit with the Security Agent all deeds and documents necessary to show good and marketable title to any property referred to in Clause 5.2 (Acquisitions) (the **Title Documents**); or
- (b) procure that the Title Documents are held to the order of the Security Agent by a firm of solicitors approved by the Security Agent for that purpose.

5.4 Form 52

The Chargor shall, at its cost, if and when requested by the Security Agent, execute a charge in the form prescribed by the Land Registry from time to time, together with such modifications as the Security Agent may require, over all of the Secured Property which is registered or in the course of being registered in the Land Registry and will provide all appropriate assistance to the Security Agent so as to enable that charge to be duly and promptly registered in the Land Registry as a burden affecting so much of the Secured Property as is registered land.

SECTION 6.0 - SHARES AND SHARE RELATED RIGHTS COVENANTS

6.1 Covenants relating to Shares

The Chargor hereby covenants with the Security Agent that in relation to the Shares and Share Related Rights it will at all times for the duration of the Security Period comply with the provisions of this Section.

6.2 Deposit of Title Documents

6.2.1 Subject to Clause 6.2.2 below, the Chargor shall:

- (a) immediately on execution of this Deed in respect of the Shares set out in Part 4 of Schedule 2 (Shares) and following execution of this Deed immediately after being issued with any Shares, deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to any of the Shares;
- (b) immediately on execution of this Deed in respect of the Shares set out in Part 4 of Schedule 2 (Shares) and following execution of this Deed immediately after being issued with any Shares, execute in blank and deliver to the Security Agent in respect of the Shares all stock transfer forms in the form set out in Part 6 of Schedule 6 (Stock Transfer Form) duly completed in favour of the Security Agent or its nominee or otherwise as

the Security Agent may direct together with letters of authority in respect of such transfers in the form set out in Part 1 of Schedule 6 (Letter of Authority);

- (c) immediately on execution of this Deed in respect of the Shares set out in Part 4 of Schedule 2 (Shares) and following execution of this Deed immediately after being issued with any Shares, deliver to the Security Agent irrevocable proxies in respect of such Shares duly executed in favour of the Security Agent in the form set out in Part 2 of Schedule 6 (Irrevocable Proxy), entitling the Security Agent to exercise, subject to Clause 6.6 (Voting and Dividend Rights), all voting rights in respect of the Shares;
- (d) immediately on execution of this Deed in respect of the Shares set out in Part 4 of Schedule 2 (Shares) and following execution of this Deed immediately after being issued with any Shares, deliver to the Security Agent in respect of such Shares an executed dividend mandate in the form set out in Part 3 of Schedule 6 (Dividend Mandate);
- (e) immediately on execution of this Deed and immediately on the appointment of any director or company secretary, deliver to the Security Agent executed but undated letters of resignation and release, from each such director, alternate director and the company secretary and of those of its subsidiaries in which they hold office as directors, alternate directors or company secretaries in the form set out in Part 4 of Schedule 6 (Letter of Resignation) and letters of authority from each of its director, alternate director and company secretary in the form set out in Part 5 of Schedule 6 (Letter of Authority); and
- (f) immediately upon the accrual, offer or issue of any Share Related Rights (in the form of stocks, shares, warrants or other securities) in which it has a beneficial interest, procure the delivery to the Security Agent of:
 - (i) all certificates and other documents of title or evidence of ownership representing those Share Related Rights;
 - (ii) such stock transfer forms or other instruments of transfer (executed in blank by or on behalf of it) in respect of those Share Related Rights as the Security Agent may request.

6.2.2 The terms of Clause 6.2.1 above shall not apply in respect of the shares held by the Chargor in Senddr Software Limited (company registration number 517884) if Senddr Software Limited is liquidated within six (6) months of the date of this Deed.

If Senddr Software Limited is not liquidated within six (6) months of the date of this Deed, the terms of Clause 6.2.1 above shall apply and the Chargor shall immediately deposit with the Security Agent the documents required under paragraphs (a) to (e) of Clause 6.2.1 above.

6.3 Changes to Rights

Except pursuant to a Permitted Transaction or with the prior consent of the Security Agent, the Chargor shall not take or allow the taking of any action on its behalf (including any amendment to any declaration of trust and/or nominee agreement) in relation to any of the Shares or Share Related Rights which would (in the opinion of the Security Agent) prejudice the value of, or the ability of the Security Agent to realise, the Security.

6.4 Calls

The Chargor shall pay all calls or other payments due and payable in respect of any of the Shares and Share Related Rights and in the event of it failing to do so, the Security Agent may, but shall not be obliged to, pay the calls or other payments on behalf of the Chargor. The Chargor must immediately on demand reimburse the Security Agent for any payment made by the Security Agent in respect of the foregoing and pending reimbursement such amounts shall constitute part of the Secured Obligations.

6.5 Other Obligations in respect of Shares

6.5.1 Except pursuant to a Permitted Transaction or with the prior consent of the Security Agent:

- (a) the Chargor shall ensure that none of the Shares or Share Related Rights are converted into an uncertificated form without the prior written consent of the Security Agent;
- (b) immediately on conversion of any Shares or Share Related Rights from a certificated to an uncertificated form, and on the acquisition of any Shares or Share Related Rights in an uncertificated form, it shall give such instructions or directions and take such other steps and enter into such documentation as the Security Agent may require in order to protect or preserve the Security;
- (c) the Chargor shall ensure that the constitutional documents of each issuer of Shares or Share Related Rights over which the Chargor is creating a Security Interest under this Deed where the Chargor holds no less than 75 per cent. of the issued share capital of that issuer, which contain any restriction on transfers of those Shares or Share Related Rights or any pre-

emptive rights in respect of those Shares or Share Related Rights shall disapply such restriction or rights (in a manner acceptable to the Security Agent) in relation to any transfer of those Shares or Share Related Rights to any person upon the enforcement of the Security;

- (d) the Chargor shall provide to the Security Agent, as soon as practicable upon receipt, copies of any notices and information received by it from any other party in relation to the Shares and Share Related Rights;
- (e) the Chargor shall remain the legal and beneficial owner of the Shares and Share Related Rights; and
- (f) the Chargor shall comply with all other conditions and obligations assumed by it in respect of any of the Shares and Share Related Rights.

6.5.2 The Security Agent is not obliged to:

- (a) perform any obligation of the Chargor;
- (b) make any payment;
- (c) make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or
- (d) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any of the Shares or Share Related Rights.

6.6 Voting and Dividend Rights

- (a) Provided a Declared Default has not occurred and is continuing the Chargor may:
 - (i) exercise the voting rights, powers and other benefits in respect of the relevant Shares and Share Related Rights provided that such rights and powers must not be exercised in any manner which would adversely affect the validity or enforceability of the Security, materially impair the value of the Shares or Share Related Rights, cause a Declared Default to occur or prejudice the ability of the Security Agent to realise, the security created by this Deed including but not limited to agreeing any variation of the rights attached to or conferred by all or any of the Shares or the Share Related Rights or agreeing to any cancellation, increase

or reorganisation in the issued share capital or reserves of any company whose shares are charged pursuant to this Deed; and

(ii) receive and deal with all dividends, interest or other monies paid or payable in relation to the Shares and Share Related Rights subject to any restrictions in the Finance Documents.

(b) Upon the occurrence of a Declared Default which is continuing, the Security Agent may, at its discretion, (and in the name of the Chargor or otherwise and without any further consent or authority from the Chargor):

(i) exercise (or refrain from exercising) any voting rights or any other rights in respect of the Shares and Share Related Rights;

(ii) apply all dividends, interest and other monies arising from the Shares and Share Related Rights as though they were the proceeds of sale under this Deed;

(iii) transfer the Shares and Share Related Rights into the name of such nominee(s) of the Security Agent as it shall require; and

(iv) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares and Share Related Rights, including the right, in relation to any company whose shares or other securities are included in the Shares and Share Related Rights, to concur or participate in:

(A) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof),

(B) the release, modification or variation of any rights or liabilities attaching to such shares or securities, and

(C) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in the manner and on the terms the Security Agent thinks fit, and the proceeds of any such action shall form part of the Shares and Share Related Rights.

- (c) Upon the occurrence of a Declared Default which is continuing, the Chargor, in relation to any declaration and/or any nominee agreement, agrees:
 - (i) to act on the instructions of the Security Agent; and
 - (ii) if directed to do so by the Security Agent, to direct each trustee and/or nominee to act on the instructions of the Security Agent.
- (d) At any time after on or after the occurrence of a Declared Default which is continuing, to the extent that the Shares or Share Related Rights remain registered in the name of a Chargor, it irrevocably appoints the Security Agent or its nominee as its corporate representative to exercise all voting rights in respect of those Shares or Share Related Rights. The Chargor shall indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of the Shares on the direction of the Chargor unless such loss or liability is caused by the negligence or wilful default of the Security Agent.
- (e) The Chargor shall, if requested by the Security Agent, procure that the directors of the issuer of Shares or Share Related Rights shall not refuse to register a duly stamped transfer of any share presented to its board of directors for registration pursuant to the power of sale under this Deed.

SECTION 7.0 - SECURITY ACCOUNTS AND BOOK DEBTS COVENANTS

7.1 Covenants relating to Security Accounts

The Chargor hereby covenants with the Security Agent that in relation to the Security Accounts it will at all times for the duration of the Security Period comply with the provisions of this Section.

7.2 Security Accounts

All Security Accounts must, unless the Security Agent otherwise agrees in writing, be maintained at a branch of an Acceptable Bank.

7.3 Withdrawals

- (a) Following the occurrence of a Declared Default which is continuing, the Chargor shall not withdraw any moneys from a Security Account except with the prior consent of the Security Agent.

- (b) Following the occurrence of a Declared Default which is continuing, the Security Agent (or a Receiver) may withdraw amounts standing to the credit of a Security Account to meet an amount due and payable under any of the Finance Documents when it is due and payable.

7.4 Collection of Book Debts and Receipts

Except pursuant to a Permitted Transaction or with the prior consent of the Security Agent, the Chargor shall:

- (a) collect all Rental Income and other amounts due from tenants or any other occupiers of the Secured Property and shall not release, exchange, compound, set-off, grant time or indulgence in respect of all or any of the Rental Income and other amounts;
- (b) collect all Book Debts in the ordinary course of trading as agent for the Security Agent and shall not release, exchange, compound, set-off, grant time or indulgence in respect of all or any of the Book Debts;
- (c) immediately upon receipt pay all monies which it may receive in respect of the Book Debts and Rental Income into a Security Account; and
- (d) pending such payment into a Security Account hold all monies so received upon trust for the Security Agent.

7.5 Notices of Charge

The Chargor shall:

- (a) within five (5) Business Days of execution and delivery of this Deed give notice to each Account Bank which the Chargor holds an account with in Ireland substantially in the form of Part 1 of Schedule 3 (Notice to Account Bank); and
- (b) within five (5) Business Days of opening any new account, give notice to each Account Bank which the Chargor holds an account with in Ireland substantially in the form of Part 1 of Schedule 3 (Notice to Account Bank); and
- (c) use reasonable endeavours to ensure that the Account Bank acknowledges the notice substantially in the form of Part 2 of Schedule 3 (Acknowledgement of Account Bank) within sixty (60) Business Days of receipt of such notice, provided that if acknowledgement of that notice is not received within sixty (60) Business Days, the Chargor and the Agent

(in each case acting reasonably) shall discuss taking appropriate measures with regard to the Security and the Agreed Security Principles.

7.6 Legal Assignment

The Chargor shall, if called upon to do so by the Security Agent, execute and deliver to the Security Agent a legal assignment of its then Book Debts and other debts on such terms as the Security Agent may require and give notice thereof to the debtors from whom the same are due owing or incurred and take any other steps as the Security Agent may require to perfect such legal assignment.

SECTION 8.0 - RELEVANT CONTRACTS, INSURANCES COVENANTS

8.1 Notices of Assignment in respect of Relevant Contracts and Insurances

Upon execution and delivery of this Deed, the Chargor shall immediately provide a notice of assignment to the Security Agent:

- (a) in relation to the Insurances, substantially in the form of Part 3 of Schedule 4 (Notice of Assignment of Insurances); and
- (b) in relation to the Relevant Contracts, substantially in the form set out in Part 1 of Schedule 4 (Notice to Contract Party), on each counterparty to a Relevant Contract to which it is a party,

each such notice to be held by the Security Agent until the occurrence of a Declared Default which is continuing, at which such time the Security Agent shall serve such notices on each relevant counterparty.

The Chargor shall use its best endeavours to procure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (Acknowledgement from Contract Party) or Part 4 of Schedule 4 (Letter of Undertaking from Insurer) as the case may be.

8.2 Notices of Assignment in respect of Intercompany Loans

- (a) Upon execution and delivery of this Deed, the Chargor shall serve, within two (2) Business Days, a notice of assignment in relation to the Intercompany Loans, substantially in the form set out in Part 1 of Schedule 4 (Notice to Contract Party).
- (b) The Chargor shall use its best endeavours to procure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (Acknowledgement from Contract Party) within five (5) Business Days of service.

SECTION 9.0 - REPRESENTATIONS AND WARRANTIES

9.1 Representations and Warranties

The Chargor hereby unconditionally and irrevocably makes the representations and warranties set out in this Section to the Security Agent on the date of this Deed. The representations and warranties in this Section are deemed repeated by the Chargor on the dates on which Repeating Representations are deemed to be made pursuant to the terms of the Senior Facilities Agreement.

(a) Shares and Share Related Rights

- (i) It is the sole legal and beneficial owner of the Shares and Share Related Rights, free and clear of any Security Interest thereon or affecting title thereto, except for any Security Interest created by this Deed;
- (ii) none of the Shares have been transferred in violation of any applicable law or regulation; and
- (iii) to its knowledge the Shares are not the subject of any present or threatened suit, action, arbitration, administrative or other proceeding and it knows of no reasonable grounds for the institution of any such proceedings.

(b) Security Accounts

In respect of all Security Accounts it is in compliance in all material respects and is not in default of any of its obligations under the terms and conditions applicable to the Security Accounts. There is no prohibition on assignment under such terms and conditions to the Security Agent or any other person or requirement to obtain the consent or waiver of any person to the assignment to the Security Agent or any other person.

(c) Relevant Contracts and Insurances

- (i) there is no prohibition on assignment in any Relevant Contract or under the Insurances; and
- (ii) its entry into and performance of this Deed will not conflict with any term of any Relevant Contract or the Insurances.

(d) Intellectual Property

All material Intellectual Property is identified and listed in Part 5 of Schedule 2 (Intellectual Property).

SECTION 10.0 - ENFORCEABILITY OF SECURITY

10.1 When Security becomes Enforceable

On the occurrence of a Declared Default which is continuing, the Security shall immediately become enforceable and the Secured Obligations shall immediately become due and payable.

10.2 Discretion

At any time on or after the Security shall have become enforceable the Security Agent may, in its absolute discretion, without further notice to or demand on the Chargor and without the restrictions contained in the Act (in particular, but not limited to, the provisions of Section 96(1) of the Act), enforce the Security Assets (or any part thereof) in any manner it sees fit and exercise the power of sale and all other powers conferred on mortgagees by law and by the Act in each case as varied or extended by this Deed.

SECTION 11.0 - RIGHTS AND POWERS OF THE SECURITY AGENT

11.1 Entry into Possession

At any time on or after the Security shall have become enforceable, the Security Agent may in its absolute discretion, without further notice to or demand on the Chargor:

- (a) enter into possession of or hold the Security Assets (or any part thereof) without the need to obtain the consent of the Chargor or an order for possession under Sections 97 or 98 of the Act; and/or;
- (b) exercise any right, power or discretion conferred by this Deed or by law on a Receiver without first appointing a Receiver or notwithstanding the appointment of a Receiver,

PROVIDED THAT Section 99 of the Act shall not apply to this Deed and neither the Security Agent nor any Receiver shall be obliged to take any steps to sell or lease the Security Assets (or any part thereof) after going into possession of the Security Assets (or any part thereof) and the Security Agent and any Receiver shall have absolute discretion as to the time of exercise of the power of sale and the power of leasing and all other powers conferred on them by the Act or otherwise. Such rights of the Security Agent and any Receiver are without prejudice to and in addition to any right of possession (express or implied) to which the Security

Agent and/or any Receiver is otherwise entitled (whether by virtue of this Deed, operation of law, statute, contract or otherwise).

11.2 Power of Sale

At any time on or after the Security has become enforceable the power of sale and all other powers conferred on mortgagees by the Act shall be exercisable immediately without the need:

- (a) for the occurrence of any of the events specified in sub-sections (a) to (c) of Section 100(1) of the Act; or
- (b) to give notice as specified in the final proviso to Section 100(1) of the Act; or
- (c) to obtain the consent of the Chargor or a court order authorising the exercise of the power of sale under Sections 100(2) or (3) of the Act; or
- (d) to give any notice to the Chargor under Section 103(2) of the Act.

The Chargor shall not take any action under Section 94 of the Act and the provisions of that Section shall not apply to the Security or to this Deed.

11.3 Power of Leasing and Accepting Surrenders

The statutory powers of leasing and accepting surrenders conferred on the Security Agent and any Receiver are extended so as to authorise the Security Agent and any Receiver to lease, make agreements for leases, accept surrenders of leases and make agreements to accept surrenders of leases as it or he may think fit and without the need to comply with any provision of Sections 112 to 114 of the Act. Without prejudice to the generality of the foregoing, the Security Agent and any Receiver may exercise the statutory power to accept surrenders of leases conferred by the Act for any purpose that it or he thinks fit and not just for the purpose of granting new leases under Section 112 of the Act and any new lease granted by the Security Agent or any Receiver following the acceptance of a surrender need not comply with the requirements of Section 114(3) of the Act.

11.4 Power to Conduct Business

At any time on or after the Security shall have become enforceable and until the whole of the Security Assets shall be sold, called in, collected or converted under the powers of conversion the Security Agent may if it shall think fit so to do, carry on the business of the Chargor in and with the Security Assets and may manage and conduct the same as it shall in its discretion think fit and for the purposes of the said business may employ such agents, managers, Receivers, accountants and servants upon such terms as to remuneration or otherwise as it shall think proper and may exercise all rights of voting conferred by any part of the Security

Assets and otherwise deal with and exercise or permit to be exercised any powers or rights incidental to the ownership of any of the Security Assets on such terms and conditions and generally in such manner as it may deem expedient and generally may do or cause to be done all such acts and things and may enter into such arrangements respecting the Security Assets or any part thereof as it could do it if it was absolutely entitled thereto and without being responsible for any loss or damage which may arise or be occasioned thereby. The Security Agent shall out of the profits and income of the Security Assets and the monies to be made by it in carrying on the said business pay and discharge the expenses incurred in and about the carrying on and management of the said business or in the exercise of any of the powers conferred by this Section or otherwise in respect of the Security Assets and all outgoings which it shall think fit to pay and shall pay and apply the residue of the said profits, income and monies in the same manner as hereinbefore provided with respect of the monies to arise from any sale, calling in, collection or conversion under the powers of conversion.

11.5 Protection of Third Parties

No person (including a purchaser) dealing with the Security Agent or any Receiver or its or his agents will be concerned to enquire:

- (a) whether any of the Secured Obligations have become payable or remain due; or
- (b) whether due notice has been given to any person; or
- (c) whether any power which the Security Agent or any Receiver is purporting to exercise has become exercisable or has been or is being properly exercised; or
- (d) whether any Receiver is authorised to act; or
- (e) how any money paid to the Security Agent or to any Receiver is to be applied,

and all protections to purchasers contained in Sections 105(1), 106 and 108(5) of the Act shall apply to any person (including a purchaser) dealing with the Security Agent or any Receiver in like manner as if the statutory powers under the Act had not been varied or extended by this Deed. The provisions of Section 105(2) of the Act shall not apply to this Deed or any enforcement thereof.

11.6 Conclusive Receipt

The receipt of the Security Agent or any Receiver shall be absolute and conclusive discharge of a purchaser and shall relieve such purchaser from being concerned to see to the application of any monies paid to or by the direction of the Security Agent or any Receiver.

11.7 Application of Monies

Unless otherwise determined by the Security Agent, all monies received by the Security Agent or Receiver in the exercise of any powers conferred by this Deed, shall be applied after the discharge of all sums, obligations and liabilities having priority thereto in accordance with Clause 16 (Application of Proceeds) of the Intercreditor Agreement.

11.8 Delegation

The Security Agent and any Receiver shall have full power to delegate to any person any right, power, discretion exercisable by it under this Deed or under the Act upon any terms as they may deem fit provided always that the Security Agent or any Receiver should not be in any way liable to the Chargor for any loss or damage arising for any act, default or omission for misconduct on the part of any such delegate. No delegation made pursuant to this Deed shall preclude the subsequent exercise of any such right, power or discretion by the Security Agent or any Receiver nor shall it preclude the Security Agent or any Receiver from making any subsequent delegation to some other person. Any such delegation may be revoked by the Security Agent or any Receiver at any time.

11.9 Indemnity

The Chargor shall indemnify the Security Agent and every Receiver against all actions, claims, demands, losses, expenses or liabilities whatsoever now or hereafter incurred by the Security Agent or any Receiver or by any officer, agent or employee of the Security Agent or any Receiver in the exercise or purported exercise of the powers contained in this Deed or occasioned by any breach by the Chargor of any of its covenants or other obligations under this Deed unless such loss or damage shall be caused by the Security Agent's or any Receiver's own fraud, wilful neglect or negligence.

11.10 Prior Security Interests

At any time on or after the Security shall have become enforceable, the Security Agent may:

- (a) redeem any prior Security Interest over any part of the Security Assets; and/or
- (b) take a transfer of any such Security Interest it itself; and/or
- (c) settle and pass accounts of any person in whom the prior Security Interest may for the time being be vested and any account so settled and passed shall be binding and conclusive on the Chargor who hereby authorises any prior mortgagee/chargee pursuant to this clause to give to the Security Agent all information and account relating to the prior Security Interest.

The Chargor shall on demand pay to the Security Agent all monies so expended by the Security Agent pursuant to this clause and such monies, if not so paid, shall carry interest at the Default Rate as well after judgement as before from the time of the same having been expended until reimbursement and pending reimbursement such amounts shall constitute part of the Secured Obligations.

SECTION 12.0 - RECEIVERS

12.1 Power of Appointment

- (a) At any time after the Security shall have become enforceable and without the need for the occurrence of any of the events specified in section 108(1)(a) to (c) inclusive of the Act, the Security Agent may without further notice under seal or in writing under the hand of any director, secretary, employee or agent for the time being of the Security Agent appoint one or more persons as Receiver of the Security Assets or any part thereof and may from time to time remove any Receiver so appointed in writing under the hand of any employee or agent of the Security Agent and appoint another or others in his stead and/or appoint another person to act with any such Receiver.
- (b) If at any time there is more than one Receiver appointed over all or any of the Security Assets, each Receiver, unless specified to the contrary in any appointment document, may exercise all powers conferred by this Deed severally.
- (c) Any appointment of a Receiver or Receivers may be made either before or after the Security Agent shall have entered into or taken possession of the Security Assets or any part thereof.
- (d) Any right, power or discretion conferred by this Deed or by law on a Receiver may be exercised by the Security Agent without first appointing a Receiver or notwithstanding the appointment of a Receiver.

12.2 Powers of Receiver

- (a) A Receiver shall have and be entitled to exercise all powers conferred on a mortgagee or a receiver by statute and in particular all powers conferred by Section 437 of the Companies Act and conferred by the Act, without the restrictions contained in the Act. In addition, a Receiver shall have the power on behalf of and at the cost of the Chargor to do or omit to do anything which the Chargor or could do or omit to do in relation to the

Security Assets or any part thereof and in particular but without limitation shall have power to do all or any of the following:

- (i) to enter upon, take possession of, collect and get in the Security Assets and for that purpose to make demands, to exercise in respect of the Shares and Share Related Rights all voting and other powers, rights and remedies available to the registered holder thereof, to take, defend or discontinue any proceedings or submit any matter to arbitration or mediation in the name of the Chargor;
- (ii) to let or re-let the Security Assets or any part thereof from time to time to such person or persons as he shall think fit for any term which he thinks right at any rent (with or without a premium) the Receiver thinks fit and to vary the terms, surrender or accept surrenders, grant licences or otherwise dispose of all or any of the Security Assets on such terms and conditions as he may think fit;
- (iii) to carry on, manage, develop, reconstruct, amalgamate or diversify the business of the Chargor or any part thereof (or concur in so doing);
- (iv) to sell, dispose of, convert into money or realise (or concur in so doing) any of the Security Assets by public auction or private contract and to carry such sale or disposal into effect and by deed in the name and on behalf of the Chargor. The consideration for such sale or disposition may be cash, debentures, shares or other valuable consideration, payable in instalments or immediately in a lump sum. Fixtures and Fittings may be severed and sold separately from the Secured Property without the consent of the Chargor;
- (v) to make any arrangement or compromise or enter into, perform, repudiate, rescind, vary or cancel any contracts which the Receiver shall think expedient;
- (vi) to make and effect all such repairs, improvements, structural and other alterations or extensions or demolitions or renewals of the Security Assets as he shall think fit and renew such of the plant, machinery and any other effects of the Chargor whatsoever as shall be worn out lost or otherwise become unserviceable without

being responsible for loss or damage and do anything else in connection with the Security Assets which the Receiver may think desirable for the purpose of making productive and increasing the letting or market value of the Security Assets or protecting the Security;

- (vii) to effect, maintain, renew, increase or vary such insurances as he shall, in his absolute discretion, think fit;
- (viii) to promote the formation of a subsidiary company and/or companies of the Chargor with a view to such subsidiary company and/or companies purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of the Chargor;
- (ix) to make allowances to, and re-arrangements with, any lessee, tenants or other persons from whom any rents and profits may be receivable (including the granting of any licences and reviewing rent in accordance with the terms of and varying the provisions of any leases affecting the Security Assets), and to exercise on behalf of the Chargor, without any consent from or notice to the Chargor, all the powers conferred on a landlord or a tenant by any legislation from time to time in force relating to rents or agriculture in respect of any part of the Security Assets;
- (x) to redeem any prior Security Interest and to settle and prove the accounts of the holder of such Security Interest. Any accounts so settled and proved shall be conclusive and binding on the Chargor and the money so paid shall be taken to be an expense properly incurred by the Receiver;
- (xi) to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating in any way to the Security Assets or any part thereof and take, defend, continue and discontinue any proceedings relating to the Security Assets or any part thereof;
- (xii) to raise or borrow money or incur any other liability, either unsecured or secured, on the Security Assets or any part thereof either in priority to the Security or otherwise and on such terms and conditions as the Receiver may think fit and no person

lending any such money shall be concerned to enquire as to the propriety or purpose of the exercise of this power or to see to the application of any monies so raised or borrowed provided that no Receiver shall exercise this power without first obtaining the written consent of the Security Agent but the Security Agent shall incur no responsibility or liability to the Chargor or otherwise by reason of its giving or refusing such consent whether absolutely or subject to any limitation or condition;

- (xiii) to complete any building works already commenced and to commence any building works and to apply for and maintain any planning permission, approval or authorisation required or desirable in connection with such building works;
 - (xiv) to effect or maintain any registration, application or notification necessary or desirable to maintain in force or protect any Intellectual Property;
 - (xv) to run the tax affairs of the Chargor as he thinks fit;
 - (xvi) to appoint, hire and employ and to remunerate managers, agents, servants, attendants, workmen, professional advisors, consultants and others on such terms and generally in such manner as he shall think fit in connection with any exercise by him of any of the powers referred to in this Deed or otherwise for any purpose connected with the Security Assets or any part thereof and to discharge any person so appointed, hired or employed; and
 - (xvii) to do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the matters and powers aforesaid and which the Receiver may or can lawfully do as agent for the Chargor or necessary or desirable for the preservation or realisation of the Security and to use the name of the Chargor for all the above purposes.
- (b) Unless otherwise directed by the Security Agent, such Receiver may also exercise all the powers and authority vested in the Security Agent by this Deed and in particular all powers vested in the Security Agent by Section 11.0 (Rights and Powers of the Security Agent) of this Deed. Section 108(4) of the Act shall not apply to this Deed.

- (c) The Security Agent may from time to time or at any time require such Receiver to give security for the due performance of his duties as such Receiver and may fix the nature and amount of security to be so given but the Security Agent shall not be bound in any case to require any such security.

12.3 Liability of the Security Agent and Receiver

- (a) The Security Agent and any Receiver appointed by the Security Agent under this Deed shall not, in any circumstances, whether by reason of the Security Agent or such Receiver entering into possession of the Security Assets or any part thereof or for any other reason whatsoever be liable to account as mortgagee in possession or on any basis whatsoever for anything except actual receipts or be liable for any loss arising from any realisation of the Security Assets or any part thereof.
- (b) The Security Agent and each Receiver is entitled to all the rights, powers, authority, discretions and immunities conferred on mortgagees and receivers (save as varied or modified by this Deed) by the Act and shall not be liable for any default or omission in relation to the Security Assets or any exercise or non-exercise of any power, authority or discretion conferred on the Security Agent or any Receiver in relation to the Security Assets or any part thereof by or pursuant to this Deed or the Act unless such loss or damage is caused by the fraud or negligence of the Security Agent or such Receiver (as applicable).

12.4 Receiver Agent of the Chargor

Any Receiver appointed hereunder shall be deemed to be in the same position as a Receiver duly appointed under the Act and shall be the agent of the Chargor for all purposes. The Chargor shall be solely responsible for all acts, omissions, remuneration, defaults, losses of and liabilities incurred by the Receiver as agent for the Chargor. No Secured Party shall incur any liability whatsoever to the Chargor or to any other person for any such acts, defaults, omissions, misconduct or negligence of any Receiver appointed under this Deed or otherwise.

12.5 Remuneration of Receiver

A Receiver shall be entitled to remuneration at a rate to be fixed by agreement between such Receiver and the Security Agent (or failing such agreement to be fixed by the Security Agent). The provisions of Section 108(7) of the Act shall not apply to this Deed.

SECTION 13.0 - GENERAL PROVISIONS

13.1 Further Assurances

The Chargor shall at its own expense promptly do all such acts or execute and deliver all such documents (including assignments, transfers, mortgages, charges, filings, registrations, notices and instructions) as the Security Agent may specify (and in such form as the Security Agent may require in favour of the Security Agent or its nominee(s)) and in any event, within ten (10) Business Days of receipt of a notice from the Security Agent requesting the Chargor to do all such acts or execute and deliver all such documents;

- (a) to create, perfect, protect and/or maintain the Security (including for the avoidance of doubt, in respect of property and assets acquired after the execution of this Deed) or for the exercise of any rights, powers and remedies of the Security Agent under this Deed;
- (b) to facilitate the realisation of the Security Assets, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset;
- (c) the action that may be required under paragraph (a) above includes:
 - (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to its nominees; or
 - (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may consider necessary or desirable.

13.2 Costs and Expenses

The provisions of Clause 22 (Costs and Expenses) of the Senior Facilities Agreement shall apply mutatis mutandis to this Deed as if set out in full in this Deed.

13.3 Assignment

- (a) This Deed shall be binding upon and inure to the benefit of each Party hereto and its successors and permitted assigns and references in this Deed to any of them shall be construed accordingly.

- (b) The provisions of Clause 29 (Changes to Lenders) and Clause 31 (Changes to the Obligors) of the Senior Facilities Agreement shall apply mutatis mutandis to this Deed as if set out in full in this Deed.
- (c) The provisions of Clause 42 (Confidentiality) of the Senior Facilities Agreement shall apply mutatis mutandis to this Deed as if set out in full in this Deed.

13.4 Consolidation of Mortgages

Any restrictions on the right of consolidation of mortgages including the provisions of Section 92 of the Act shall not apply to the Security and to this Deed.

13.5 Preferential Claims

The Chargor shall procure that all debts and obligations to or in respect of persons employed by it which by law may have priority over the Security shall be punctually duly paid and discharged.

13.6 Power of Attorney

- (a) The Chargor by way of security irrevocably appoints the Security Agent (whether or not a Receiver has been appointed) and, also as a separate appointment, any Receiver or Receivers severally appointed to be its attorney or attorneys with its full power and authority to execute, deliver and perfect all deeds, instruments and other documents and do all things which the attorney may consider to be required or desirable for:
 - (i) carrying out any obligation imposed on it by this Deed (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of any of the Security Assets) including pursuant to Clause 13.1 (Further Assurances)); and
 - (ii) enabling the Security Agent and/or any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Deed or by law (including the exercise of any right of a legal or beneficial owner of any of the Security Assets).
- (b) The Chargor ratifies and confirms and agrees to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of any of such attorney's rights, powers and discretions.

- (c) Until the occurrence of a Declared Default which is continuing, the power of attorney conferred by this Clause 13.6 (Power of Attorney) shall only be exercisable to the extent that the Chargor has not carried out any act or deed required to be done by it in accordance with the terms of this Deed for a period of ten (10) Business Days after being notified by the Security Agent of its failure to comply and being requested to comply. Following the occurrence of a Declared Default which is continuing, the power of attorney conferred by this Clause 13.6 (Power of Attorney) shall be fully exercisable without limitation.

13.7 Enforcement of Other Rights

The Chargor waives any right it may have of first requiring the Security Agent to proceed against or enforce any other rights or security the Security Agent may have or benefit from before enforcing the Security.

13.8 Notices

Any notice, demand or other communication required or permitted to be given or made under or in connection with this Deed shall be given or made in accordance with Clause 23 (Notices) of the Intercreditor Agreement.

13.9 Counterparts

This Deed may be executed in any number of counterparts and by the parties to this Deed 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.

13.10 Governing Law

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Ireland.

13.11 Jurisdiction

- (a) The courts of Ireland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**).
- (b) The Parties agree that the courts of Ireland are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

- (c) This Clause 13.11 (Jurisdiction) is for the benefit of the Security Agent and the other Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof the parties have executed and delivered this Deed on the date specified above.

SCHEDULE 1

Secured Property

PART 1

Registered Land

None at the date of this Deed.

PART 2

Unregistered Freehold Land

None at the date of this Deed.

PART 3

Unregistered Leasehold Land

None at the date of this Deed.

SCHEDULE 2

PART 1

Fixtures and Fittings

None at the date of this Deed.

PART 2

Relevant Contracts

None at the date of this Deed.

PART 3

Licences

None at the date of this Deed.

PART 4

Shares

Company	Company Number	Shares
Senddr Software Limited	517884	1,282 Ordinary Shares of €1.00 each

PART 5

Intellectual Property

Trademarks

Description	Status	Mark	Territory	Trade Mark Number
Trade Mark	Registered	INTELLIBIN	Community Trade Mark	005466081
Trade Mark	Registered	ROUTEMAN	Community Trade Mark	005466149
Trade Mark	Registered	ELEMOS	USA	4032292

PART 6

Security Accounts

Account Number	Sort Code	IBAN	BIC	Account Bank
00761033	93 54 76	IE59 AIBK 9354 7600 7610 33	AIBKIE2D	Allied Irish Banks, p.l.c.
27833605	93 00 67	IE65 AIBK 9300 6727 8336 05	AIBKIE2D	Allied Irish Banks, p.l.c.
26394211	93 00 67	IE71 AIBK 9300 6726 3942 11	AIBKIE2D	Allied Irish Banks, p.l.c.
00761892	93 54 76	IE49 AIBK 9354 7600 7618 92	AIBKIE2D	Allied Irish Banks, p.l.c.
72969-009	93 52 47	IE38 AIBK 9352 4772 9690 09	AIBKIE2D	Allied Irish Banks, p.l.c.

PART 7

Insurances

Insurer	Policy Type	Policy Number
Chubb European Group SE	Employers' Liability, Public Liability, Products Liability, Professional Indemnity and Cyber Attack	IEINTA009787

PART 8

Occupational Leases

None at the date of this Deed.

SCHEDULE 3

Security Accounts

PART 1

Notice to Account Bank

[On the letterhead of the Chargor]

To: [Account Bank]

Date: _____ 2019

Dear Sirs

Debenture dated _____ 2019 (the Debenture) between (1) Silicon Valley Bank (the Security Agent) and (2) Advanced Manufacturing Control Systems Limited

1. We hereby notify you that, under the Debenture, Advanced Manufacturing Control Systems Limited (the **Chargor**) has:
 - (a) granted a security interest (the **Security Interest**) in favour of the Security Agent in:
 - (i) account number: [] with sort code [];
 - (ii) any moneys and interest credited to that account at any time; and
 - (iii) any successor to that account (or any re-numbering, re-naming or re-designation) ((a)(i) to (iii) together, the **Accounts**);
 - (b) agreed to charge by way of first fixed charge, by way of security, to the Security Agent all present and future right, title and interest in respect of any monies standing to the credit of the Accounts (the **Charge**);
 - (c) agreed to assign the Accounts, by way of security, to the Security Agent (the **Assignment**); and
 - (d) agreed to direct you to comply with instructions from the Security Agent directing the disposition of funds credited to the Accounts with effect from the receipt of a Revocation Notice (as defined below).
2. The Security Agent and the Chargor each irrevocably instruct and authorise you:
 - (a) to pay into the Accounts all moneys and interest payable by you in respect of the Accounts;
 - (b) upon written instructions from the Security Agent to disclose to the Security Agent any information relating to the Accounts, without any requirement for you to notify, or seek authority from, the Chargor. Such information may include, but shall not be limited to, the provision of copies of statements in respect of the Accounts;
 - (c) to operate the Accounts in accordance with all proper instructions of the Chargor pursuant to the mandates held by you in respect of the Accounts immediately prior to this notice until receipt by you of written notice (a **Revocation Notice**) from the Security Agent revoking the authority of the Chargor to give instructions in respect of

the Accounts. Upon receipt by you of a Revocation Notice, the Chargor's rights to give instructions in respect of the Accounts shall cease;

- (d) upon receipt by you of a Revocation Notice, to comply with the written instructions of the Security Agent, in relation to the Accounts, to the exclusion of any instructions from the Chargor, without any enquiry by you as to the justification for such instructions; and
 - (e) at any time and regardless of whether a Revocation Notice has been received by you, to (i) debit or otherwise charge the Accounts with your costs and charges only in connection with the opening, maintenance and operation of the Accounts pursuant to the mandates held by you; or (b) any applicable terms and conditions in respect of the Accounts, and (ii) to exercise any right of combination, consolidation, merger or set-off which you may have only in respect of such costs and charges.
3. The instructions and authorisations which are contained in this notice shall remain in full force and effect until revoked or varied by the Security Agent in writing. The Chargor is not permitted to revoke or vary such instructions or authorisations.
 4. The Chargor shall at all times indemnify the Account Bank and keep it indemnified fully and effectively from and against all losses, damages, liabilities and costs and expenses that the Account Bank may incur in connection with or by reason of the Account Bank complying with the terms of this notice or in relation to the Accounts.
 5. This notice may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.
 6. This notice shall be governed by and construed in accordance with Irish law.
 7. Please confirm your agreement to this notice by sending a copy of the acknowledgement to this notice duly signed on your behalf to the Security Agent with a copy to the Chargor.

Yours faithfully

.....

(Authorised signatory)

Advanced Manufacturing Control Systems Limited

PART 2

Acknowledgement of Account Bank

[On the letterhead of the Account Bank]

To: Silicon Valley Bank

Copy: Advanced Manufacturing Control Systems Limited

Date: _____

Dear Sirs

Debenture dated _____ 2019 (the Debenture) between (1) Silicon Valley Bank (the Security Agent) and (2) Advanced Manufacturing Control Systems Limited

We hereby acknowledge receipt of a notice dated _____ 2019 (the **Notice**) from the Security Agent and Advanced Manufacturing Control Systems Limited (the **Chargor**) relating to the creation of the Security Interest in the Accounts. Terms defined in the Notice shall have the same meaning where used herein.

1. We confirm that:

- (a) we accept, and agree to comply with, the instructions and authorisations contained in the Notice (including, without limitation, instructions from the Security Agent directing disposition of funds credited to the Accounts) and will comply with the terms of the Notice to the extent permitted by law;
- (b) we hereby consent to the Charge and waive any provisions of any mandates, applicable terms and conditions and other contractual agreements to which we are party which would prohibit or restrict the Charge;
- (c) we hereby consent to the Assignment and waive any provisions of any mandates, applicable terms and conditions and other contractual agreements to which we are party which would prohibit or restrict the Assignment;
- (d) we shall not exercise or seek to assert or exercise and hereby waive any right of combination, consolidation, merger or set-off which we may have in respect of the Accounts or any moneys standing or accruing to the credit thereof, save for (i) our right of combination as between each of the Accounts only, and (ii) our right of set-off in respect of our costs and charges in connection with the opening, maintenance and operation of the Accounts pursuant to the mandates held by us and/or any applicable terms and conditions in respect of the Accounts;
- (e) we are not aware of having received any notice that the Chargor has granted any security interest or other encumbrance over the Accounts or any monies standing to the credit thereof, in favour of any party other than the Security Agent;
- (f) we will not agree to the creation of a security interest (other than the Security Interest) in the Accounts in favour of anyone other than the Security Agent;
- (g) we do not and will not claim any security interest in the Accounts and any moneys or interest credited to the Accounts;
- (h) without prejudice to paragraph (g) above, if any security interest in the Accounts is created in our favour at any time, we agree that it will be subordinated to and rank after the Security Interest;

- (i) we have not reviewed the provisions of the Deed and we do not make any representations as to its enforceability or validity;
 - (j) the Charge and Assignment is by way of security only and, without prejudice to our right of set-off referred to above, we shall hold the Chargor, and not the Security Agent, liable for any obligations arising in respect of the Accounts, and other related right and interests; and
 - (k) we acknowledge that the Chargor has indemnified us pursuant to paragraph 4 of the Notice.
2. This acknowledgement shall be governed by and construed in accordance with Irish law.
3. Any instructions, notices or consents to be delivered to us pursuant to the Notice shall be delivered:
- (a) if an original document, when received by us by hand or mail marked for the attention of [], at our address set out above (or such other address as we may notify the Chargor and the Security Agent in writing from time to time); and
 - (b) if by facsimile, (note payment instructions will not be accepted by fax) when received by us by facsimile marked for the attention of [] on number [] (or such other number as we may notify the Chargor and the Security Agent in writing from time to time).

Yours faithfully

Signed for and on behalf of [TBC]

Signature

Print name

Official Position

SCHEDULE 4

Relevant Contracts/Insurances

PART 1

Notice to Contract Party

To: [] [Name and Address of Contract party]

Date: _____ 2019

Dear Sirs

Debenture dated _____ 2019 (the Debenture) between (1) Silicon Valley Bank (the Security Agent) and (2) Advanced Manufacturing Control Systems Limited

We hereby give you notice that under the Debenture we have assigned by way of security to the Security Agent all our right, title and interest in and to [insert details of Contracts or add a schedule of Contracts] (the **Contract(s)**).

We confirm that:

- 1. we will remain liable under the Contracts to perform all the obligations assumed by us under the Contracts; and
- 2. none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contracts.

We will also remain entitled to exercise all our rights, powers and discretions under the Contracts, and you should continue to give notices under the Contracts to us, unless and until you receive notice from the Security Agent to the contrary stating that the security granted by us pursuant to the Debenture has become enforceable. In this event, all our rights, powers and discretions pursuant to or in connection with the Contracts will be exercisable by, and notices must be given to, the Security Agent or as it directs.

We irrevocably instruct and authorise you following receipt of such notice from the Security Agent to comply with any written notice or instructions, including payment instructions, in any way related to the Contracts from the Security Agent without any further reference or confirmation from us and without enquiry by you as to the validity of such notice or instructions.

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Contract(s) requested from you by the Security Agent.

Please note that we are not permitted to amend or waive or supplement any provision of or terminate the Contracts without the prior consent of the Security Agent.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

This letter and any non-contractual obligations arising out of it or in connection with it are governed by Irish law.

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [].

Yours faithfully

.....

(Authorised signatory)

Advanced Manufacturing Control Systems Limited

PART 2

Acknowledgement of Contract Party

To: Silicon Valley Bank

Copy: Advanced Manufacturing Control Systems Limited

Date: _____ 2019

Debenture dated _____ 2019 (the Debenture) between (1) Silicon Valley Bank (the Security Agent) and (2) Advanced Manufacturing Control Systems Limited

Dear Sirs

We confirm receipt from Advanced Manufacturing Control Systems Limited (the **Chargor**) of a notice dated _____ 2019 (the **Notice**) of an assignment on the terms of the Debenture dated _____ 2019 of all the Chargor's right, title and interest in and to [insert details of the Contracts] (the **Contracts**).

We confirm that we:

1. accept the instructions contained in the Notice and agree to comply with the Notice; and
2. will make payments and give notices under the Contracts as directed in the Notice.

This letter and any non-contractual obligations arising out of it or in connection with it are governed by Irish law.

Yours faithfully

.....

(Authorised signatory)

[Counterparty]

PART 3

Notice of Assignment of Insurances
(for attachment by way of endorsement to the Insurance Policies)

To: [] [Name and Address of Insurer]

Copy: Silicon Valley Bank (as Security Agent as defined below)

Date: _____ 2019

Debenture dated _____ 2019 (the Debenture) between (1) Silicon Valley Bank (the Security Agent) and (2) Advanced Manufacturing Control Systems Limited

We, Advanced Manufacturing Control Systems Limited, hereby give you notice that pursuant to the Debenture, we have assigned by way of security to the Security Agent the policies of insurance more particular details of which are set out in the Schedule to this Notice (the **Policies**) and all our interest (including the benefit of all money owing or to become owing to us in respect of the Policies together with all interest thereon).

We confirm that we will remain liable under the Policies to perform all obligations assumed by us under the Policies and none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation to you under or in connection with the Policies.

We will also remain entitled to exercise all our rights, powers and discretions under the Policies, and you should continue to give notices and make payments under the Policies to us (unless, and to the extent, otherwise expressly provided for in the Policies or in any insurer letter you may have issued to the Security Agent in respect of the Policies), unless and until you receive notice from the Security Agent to the contrary stating that the security under the Debenture has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs (unless, and to the extent, otherwise expressly provided for in the Policies or in any insurer letter you may have issued to the Security Agent in respect of the Policies).

[On the Policies (other than those relating to third party and employers liability) please note the Security Agent's interest as [joint loss payee] [co-insured and sole loss payee]. In addition please note the Security Agent's interest as an indemnified party under the Indemnity to Principals clause on each policy.]

The instructions in this letter may not be revoked or amended without the prior consent of the Security Agent.

We hereby irrevocably authorise and instruct you to issue a letter of undertaking, in the form attached, to the Security Agent and to act on the instructions of the Security Agent in the manner provided in that letter without any further reference to or authorisation from us.

This letter and any non-contractual obligations arising out of it or in connection with it are governed by Irish law.

Please acknowledge receipt of this letter by sending the attached letter of undertaking to the Security Agent.

Yours faithfully

.....

(Authorised signatory)

Advanced Manufacturing Control Systems Limited

SCHEDULE

(Policies)

PART 4

Letter of Undertaking from Insurer

To: Silicon Valley Bank

Copy: Advanced Manufacturing Control Systems Limited

Date: _____ 2019

Debenture dated _____ 2019 (the Debenture) between (1) Silicon Valley Bank (the Security Agent) and (2) Advanced Manufacturing Control Systems Limited

Dear Sirs,

Letter of Undertaking

We confirm receipt of a notice dated _____ 2019 (**Notice**) of the assignment by Advanced Manufacturing Control Systems Limited (**Chargor**) of the policies of insurance referred to therein pursuant to the Debenture. We:

1. confirm we have noted your interest as [joint loss payee] [co-insured and sole loss payee] on the Policies;
2. confirm that we have not received notice of the interest of any third party in the Policies;
3. confirm that we have noted your interest as an indemnified party under the Indemnity to Principals clause under each Policy;
4. undertake to disclose to you without any reference to or further authority from the Chargor such information relating to the Policies as you may at any time request;
5. undertake not to release any of the Policies on request by the Chargor without your prior written consent;
6. to promptly advise you of any breach by a Chargor of the Policies, including any failure by a Chargor to pay any premiums due in respect of any of the Policies agree to allow you to remedy any breach of the Policies;
7. confirm that we have not claimed or exercised nor shall claim or exercise any set-off, counterclaim or other right in respect of the Policies;
8. undertake not to cancel or invalidate any of the Policies for any reason without first giving you 30 days' notice;
9. following written notification from you of the occurrence of a Declared Default which is outstanding, to pay all claims payable under the Policies to you unless you otherwise agree in writing and save as obliged by law.

This letter and any non-contractual obligations arising out of it or in connection with it are governed by Irish law.

Yours faithfully,

.....

for and on behalf of

[Insurer]

PART 5

Notice to Occupational Tenant

To: [Occupational tenant]

Copy: Silicon Valley Bank (as Security Agent as defined below)

Date: _____ 2019

Re: [Property Address]

Debenture dated _____ 2019 (the Debenture) between (1) Silicon Valley Bank (the Security Agent) and (2) Advanced Manufacturing Control Systems Limited

Dear Sirs

We refer to the lease dated [] and made between [] and [] (the **Lease**).

We hereby give you notice that under the Debenture we have assigned by way of security to [Security Agent] (as trustee for the Secured Parties as referred to in the Debenture, the Security Agent) all our rights under the Lease.

We confirm that:

1. we will remain liable under the Lease to perform all the obligations assumed by us under the Lease; and
2. none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Lease.

We will also remain entitled to exercise all our rights, powers and discretions under the Lease, and you should continue to give notices under the Lease to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Debenture has become enforceable. In this event, all our rights, powers and discretions pursuant to or in connection with the Lease will be exercisable by, and all notices must be given to, the Security Agent or as it directs.

Unless otherwise notified to you by the Security Agent, you should continue to make payments of rent under the terms of the Lease.

Please note that we are not permitted to amend or waive or supplement any provision of or terminate the Lease without the prior written consent of the Security Agent.

The instructions in this letter apply until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

This letter and any non-contractual obligations arising out of or in connection with it are governed by Irish law.

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....
(Authorised Signatory)
Advanced Manufacturing Control Systems Limited

PART 6

Acknowledgement Of Occupational Tenant

To: Silicon Valley Bank (as Security Agent as defined below)]

Attention: []

Date: _____ 2019

Re: [Property Address]

Debenture dated _____ 2019 (the Debenture) between (1) Silicon Valley Bank (the Security Agent) and (2) Advanced Manufacturing Control Systems Limited

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated _____ 2019 (the **Notice**) in relation to the Lease (as defined in the Notice).

We confirm that we:

1. accept the instructions contained in the Notice and agree to comply with the Notice;
2. have not received any notice of any prior security over the Lease or that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease;
3. must pay all rent and all other moneys payable by us under the Lease into the Rent Account (as defined in the Notice); and
4. must continue to pay those moneys into the Rent Account (as defined in the Notice) until we receive your written instructions to the contrary.

This letter and any non-contractual obligations arising out of or in connection with it are governed by Irish law.

Yours faithfully,

.....

For

[Occupational tenant]

SCHEDULE 5

Registered Land

FORM 52

Specific charge for present and future advances arising on the creation of a commercial mortgage or debenture (Rules 52 and 105)

Date:	
Secured Party:	
Mortgagor:	
Mortgaged Property subject to specific charge: The property comprised in Folio County ALL THAT the property known as <p style="text-align: right;">(use a continuation sheet if necessary)</p>	
Mortgage Conditions: This Charge is supplemental to the Debenture made on or about the date hereof between the parties hereto (the Principal Security) and all the provisions, stipulations and powers contained in, and subsisting under, the Principal Security shall apply to the security hereby created, as if the same were set out in full herein with such modifications only as are necessary to make the same applicable to the security hereby created. The term "Secured Liabilities" has the meaning given to the term "Secured Obligations" in the Debenture.	
SPECIFIC CHARGE: As security for the payment and discharge of the Secured Liabilities, the Mortgagor as beneficial owner (and also in the case of registered land as registered owner or as the person entitled to be registered as registered owner) hereby charges in favour of the Secured Party the Mortgaged Property with the payment of the Secured Liabilities, and assents to the registration of this charge as a burden on the Mortgaged Property. The Mortgagor acknowledges that the charge hereby created forms one transaction with the security created in the aforesaid Debenture of even date for payment of the Secured Liabilities.	
Signatures:	

Signed and Delivered as a deed:	Present when the common seal of the mortgagor was affixed hereto:
Signature of witness:	Signature of witness:
Name of witness:	Name of witness:
Address of witness:	Address of witness:
Occupation of witness:	Occupation of witness:
(use a continuation sheet for additional signatories)	

SCHEDULE 6

Shares

PART 1

Letter of Authority

To: [] [Name and Address of Security Agent]

RE: [] [name and address of Company]

Date: _____ 2019

Debenture dated _____ 2019 (the Debenture) between (1) Silicon Valley Bank (the Security Agent) and (2) Advanced Manufacturing Control Systems Limited

Dear Sirs,

We hereby unconditionally and irrevocably authorise the Security Agent or its nominees to date and otherwise complete, stamp and register the share transfer form[s] irrevocable proxy and dividend mandate in respect of the Shares (as defined in the Debenture) deposited by us with the Security Agent and/or its designee(s) pursuant to the Debenture, as and when the Security Agent becomes entitled to date and complete the same pursuant to the terms of the Debenture.

This letter and any non-contractual obligations arising out of it or in connection with it are governed by Irish law.

Yours faithfully

Director

[Name of Chargor]

Director

[Name of Chargor]

PART 2

Irrevocable Proxy

[Insert name of Company]

We, [], being [the sole] [a] member of [] (**Company**) hereby irrevocably appoint [**Insert name of Security Agent**] or its nominee as proxy to vote for us on our behalf at meetings of the Company in respect of any existing or further shares in the Company which may have been or may from time to time be issued to us and/or registered in our name and which are subject to the Debenture dated [] between (1) [] (the **Security Agent**) and (2) the companies listed in the First Schedule thereto as Chargor.

This proxy is irrevocable by reason of being coupled with the interest of the Security Agent as charge of the aforesaid shares in the Company.

The person appointed as proxy is authorised to vote as that person thinks fit.

Yours faithfully

For and on behalf of

[**Name of Chargor**]

PART 3

Dividend Mandate

To: The Secretary

[] [name and address of Company]

Date: _____

Dear Sirs

We, refer to:

- A. the [number of shares] [type of shares] of [€] each (the **Shares**) in [name of Company] (the **Company**), of which I am/we are the registered holder or are entitled to be the registered holder; and
- B. Debenture dated [] (the **Debenture**) between (1) [] (the **Security Agent**) and (2) the Companies listed in the First Schedule thereto pursuant to which we have created security over the Shares in favour of the Security Agent.

We hereby request that:

- 1. on receipt by you of written notice from the Security Agent, you shall forward to the Security Agent, until further written notice by the Security Agent, all dividends that may become from time to time payable on so many of the Shares as are specified in that notice; and
- 2. you act on such notice and request therein without requiring further evidence of the identity of the Security Agent, 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 Chargor.

This letter and any non-contractual obligations arising out of or in connection with it are governed by Irish law.

Yours faithfully

For and on behalf of

[Name of Chargor]

PART 4

Letter of Resignation

To: [] (the **Company**)

Date: _____

Resignation as a director/secretary

Dear Sirs

I hereby resign with immediate effect as a director [and/or secretary] of the Company and confirm that I have no rights to compensation or claims against the Company for loss of office or otherwise (other than rights or claims for any part of my remuneration as director, secretary and/or employee of the Company, including without limitation, unpaid salary, fees, bonuses, commissions, expenses, pension contributions and pension entitlements and any other benefits in kind or pursuant to the indemnity provided to me in my role as director [and/or secretary] by the Company in the Company's Constitution).

[Please amend the register of directors and secretaries of the Company accordingly and, pursuant to Section 149(8) of the Companies Act 2014 (the **2014 Act**), send a notification of my resignation as a director [and/or secretary] of the Company to the Registrar of Companies in the prescribed form within 14 days of the date of this letter.

OR

Please make the appropriate amendments to the Register of Directors and Secretary. Kindly confirm that the appropriate forms have been filed in the Companies Registration Office.]

This letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with Irish law.

Yours faithfully,

SIGNED and DELIVERED as a DEED

by:

[], Director

in the presence of

Witness

Print name

Address

Occupation

PART 5

Letter of Authority

To: [] [name and address of the Security Agent]

Attn: []

From: [] [name and address of director/secretary]

Date: _____

[] (the Company)

Dear Sirs

I hereby unconditionally and irrevocably authorise you to date the duly executed resignation letter in respect of the Company deposited by me with Security Agent pursuant to the debenture (the **Debenture**) dated _____ between (1) [] [Security Agent] and (2) [the Companies listed in the First Schedule thereto], as and when you become entitled to date and complete the same pursuant to the terms of the Debenture and to deliver such signed and dated letter to the Company

Yours faithfully,

Director/Secretary

PART 6

Stock Transfer Form

STOCK
TRANSFER
FORM

(Above this line for Registrars only)		
Consideration Money €		Certificate lodged with the Registrar (For completion by the Registrar/Stock Exchange)
Full name of Undertaking		
Full description of Security		
Number or amount of Shares, Stock or other security and, in figures column only, number and denomination of units, if any.	Words	Figures
Name(s) of registered holder(s) should be given in full; the address should be given where there is only one holder. If the transfer is not made by the registered holder(s) insert also the name(s) and capacity (e.g. Executor(s) of the person(s) making the transfer.	In the name(s) of	
I/We hereby transfer the above security out of the name(s) aforesaid to the person(s) named below: Delete words in italics except for stock exchange transactions. Signature(s) of transferor(s) 1. 2. A body corporate should execute this transfer under its common seal or otherwise in accordance with applicable statutory requirements.		Stamp of Selling Broker(s) or, for transactions which are not stock exchange transactions, of Agent(s), if any, acting for the Transferor(s) Date
Full name(s) and full postal address(es) (including County or, if applicable, Postal District number) of the person(s) to whom the security is transferred. Please state title, if any, or whether Mr., Mrs. or Miss. Please complete in typewriting or in Block Capitals.		
I/We request that such entries be made in the register as are necessary to give effect to this transfer.		
Stamp of Buying Broker(s) (if any)		Stamp or name and address of person lodging this form (if other than the Buying Broker(s))

Reference in the Register in this form means the registrar or registration agent of the undertaking, not the Registrar of Companies.

(Endorsement for use in Stock Exchange Transactions)

The security represented by the transfer overleaf has been sold as follows:-

.....Shares/StockShares/Stock
.....Shares/StockShares/Stock
.....Shares/StockShares/Stock
.....Shares/StockShares/Stock
.....Shares/StockShares/Stock
.....Shares/StockShares/Stock

Balance (if any) due to Selling Broker(s) _____

Amount of Certificate(s) _____

Brokers Transfer Forms for above amounts certified

Stamp of certifying Stock Exchange

Stamp of Selling Broker(s)

FORM OF CERTIFICATE REQUIRED WHERE TRANSFER IS NOT LIABLE TO

AD VALOREM STAMP DUTY

I/We hereby certify that the transaction in respect of which this transfer is made, and under which the fixed Duty of ten pents is payable, falls within the following description:-

- (a) Vesting the property in trustees on the appointment of a new Trustee of a pre-existing Trust, or on the retirement of a trustee.
- (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, (iii) from one nominee to another nominee of the same beneficial owner.
- (c) *A transfer by way of security for a loan; or a re-transfer to the original Transferor on repayment of a loan.
- (d) A transfer to a residuary legatee of Shares, etc., which forms part of the residue divisible under a Will.
- (e) A transfer to a beneficiary under a Will of a specific legacy of Shares, etc.
- (f) A transfer of Shares, etc., being the property of a person dying intestate, to the person or persons entitled thereto.
- (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.
- (h) A transfer on the occasion of a marriage to trustees of shares, etc., to be held on the terms of a settlement made in consideration of marriage.
- (i) 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 rights as a shareholder of the Company.

Here set out concisely the facts explaining the transaction in cases falling within (b) and (c) or in any case which does not clearly fall within any one of the Clauses (a) to (g). Adjudication may be required.

Date: 2015

Transferors: _____

Transferees: _____

Signature: _____

Description: _____

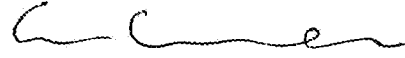
Note:- The above certificate should be signed in the case of (b) and (c) either by (i) all the transferors and transferees, or (ii) a member of a Stock Exchange or a Solicitor acting for one or other of the parties, or (iii) an accredited representative of a Bank. Where the Bank or its official nominee is a party to the transfer, the Certificate may be to the effect that "the transfer is excepted from Section 74 of the Finance (1909-10) Act, 1910". The above Certificate in other cases should be signed by a Solicitor or other person (eg a Bank acting as Trustee or Executor) having a full knowledge of the facts

EXECUTION PAGE

The Chargor

Signed and Delivered as a Deed

by Conor Curley



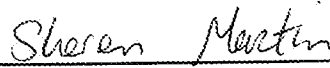
Signature

as duly appointed attorney for and on behalf of

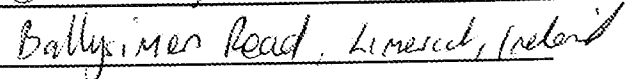
**Advanced Manufacturing Control Systems
Limited**

in the presence of:

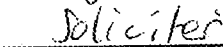
Witness signature:



Address:



Occupation:



The Security Agent

EXECUTED AS A DEED

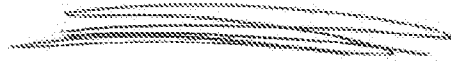
on behalf of

SILICON VALLEY BANK,

a California corporation,

by

being a person who, in accordance with the laws of that territory, is acting under the authority of the corporation



Signature

SURAJ MISTRY

Print Name

Signature

Print Name

WF-24754382-8.EXV