Companies House

MR01(ef)

Registration of a Charge

Company name: **A.H. BELL & CO (INSURANCE BROKERS) LIMITED**

Company number: **01381575**

Received for Electronic Filing: **21/11/2017**

X6JP4QC9

Details of Charge

Date of creation: **15/11/2017**

Charge code: **0138 1575 0006**

Persons entitled: **GLAS TRUST CORPORATION AS AGENT AND TRUSTEE FOR THE BENEFICIARIES.**

Brief description: **ALL CURRENT AND FUTURE LAND (EXCEPT FOR ANY RESTRICTED LAND) AND INTELLECTUAL PROPERTY (EXCEPT FOR ANY RESTRICTED IP) OWNED BY THE COMPANY, IN EACH CASE AS SPECIFIED (AND DEFINED) IN THE DEED OF ACCESSION AND CHARGE REGISTERED BY THIS FORM MR01.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A TRUE AND COMPLETE COPY OF THE COMPOSITE ORIGINAL SEEN BY ME.**

Certified by: **JACK GLADMAN**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1381575

Charge code: 0138 1575 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th November 2017 and created by A.H. BELL & CO (INSURANCE BROKERS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st November 2017 .

Given at Companies House, Cardiff on 22nd November 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Save for material redacted pursuant to s859G of the Companies Act 2006, I certify that this is a true and complete copy of the composite original seen by me

Name: JACK GLADMAN

Title: Solicitor

Date: 20/11/17

HOGAN LOVELLS INTERNATIONAL LLP
REF F3/PRM/EH/JG

Deed of Accession and Charge

THIS **DEED OF ACCESSION AND CHARGE** is made on 15 November 2017

BETWEEN:

1 The companies set out in Schedule 1 (New Chargors) to this Deed (together, the **"New Chargors"** and each a **"New Chargor"**):

2 **Augusta (Midco) Limited** (registered in England and Wales under number 10821469) (the **"Parent"**); and

3 **GLAS Trust Corporation Limited** (the **"Security Agent"**).

WHEREAS:

(A) This Deed is supplemental to a Debenture (the **"Principal Deed"**) dated 30 June 2017 between (1) the Augusta (Midco) Limited and certain of its Subsidiaries and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the **"Beneficiaries"**).

(B) The New Chargors have agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the Beneficiaries), all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed.

THIS DEED WITNESSES as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 **Incorporation:** Words or expressions defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed.

1.2 **Additional Definitions:** In this Deed:

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights.

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

"Material Intellectual Property" means:

(a) the Specified Intellectual Property (if any) and any Intellectual Property specified in any Deed of Accession and Charge; and

(b) any other Intellectual Property which is material in the context of the business of any Obligor.

"Material Land" means all Land (other than Restricted Land and any leasehold property which is held under a Rack-Rental Lease):

(a) in England and Wales now vested in a Chargor and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Deed;

(b) which has a market value of £100,000 (or its equivalent in other currencies) or above; or

(c) which is designated as Material Land by the Obligors' Agent and the Security Agent (acting reasonably).

"Restricted IP" means any Intellectual Property owned by or licensed to the New Chargors which, in each case, precludes either absolutely or conditionally the New Chargor's from creating a charge over its interest in that Intellectual Property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(b) *(Third Party Consents)* of the Principal Deed.

"Restricted Land" means any leasehold property held by the New Chargors under a lease which precludes either absolutely or conditionally the New Chargors from creating a mortgage or charge over its leasehold interest in that property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(a) (*Third Party Consents)* of the Principal Deed.

"Specified Intellectual Property" meaning the Intellectual Property listed in Schedule 2, (*Specified Intellectual Property*).

2 ACCESSION BY THE NEW CHARGORS' TO THE PRINCIPAL DEED

2.1 **Accession:** Each New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor.

2.2 **Covenant to pay:** Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge the Secured Sums when due at the times and in the manner provided in the relevant Finance Documents.

2.3 **Proviso**: The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

2.4 **Parent's agreement to the accession:** The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to each New Chargor's accession.

3 ASSIGNMENTS

3.1 Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent (as trustee for the Beneficiaries):

3.1.1 all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies; and

3.1.2 all its rights, title and interest from time to time in respect of the Hedging Agreements.

4 FIXED SECURITY

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges (to the extent not effectively assigned pursuant to 3.1 above or subject to a legal mortgage at paragraph (a) below) in favour of the Security Agent (as trustee for the Beneficiaries):

4.1 by way of legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Deed, in each case as described in Schedule 2 (*Land*).

4.2 by way of fixed charge (to the extent not effectively assigned pursuant to Clause 3.1 above or subject to a legal mortgage at paragraph 4.1 above):

(a) with the exception of any Restricted Land, all other Land which is now, or in the future becomes, its property;

(b) all Land which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that Land, but only with effect from the date on which that consent is obtained;

(c) all other interests and rights in or relating to Land or in the proceeds of sale of Land now or in the future belonging to it;

(d) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 4.2;

(e) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;

(f) all Specified Investments (except Specified Investments that are nil paid) which are now its property, including all proceeds of sale derived from them;

(g) all nil paid Specified Investments which are now its property, including all proceeds of sale derived from them;

(h) all Specified Investments in which that Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;

(i) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments (except Specified Investments that are nil paid);

(j) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments (except Specified Investments that are nil paid);

(k) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its nil paid Specified Investments;

(l) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its nil paid Specified Investments;

(m) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Deed;

(n) all its goodwill and uncalled capital for the time being;

(o) all Specified Intellectual Property belonging to it;

(p) with the exception of any Restricted IP, all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;

(q) with the exception of any Restricted IP, all intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;

(r) with the exception of any Restricted IP, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;

(s) all Intellectual Property (including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world) which by virtue of obtaining third party consent to charge such Intellectual Property has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained;

(t) to, the extent that it has not been otherwise charged by this Clause 4.2, all its rights now or in the future in relation to:

(i) trade secrets;

(ii) confidential information; and

(iii) knowhow in any part of the world belonging to it.

(u) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (b), (o) to (t) inclusive of this Clause;

(v) all trade debts now or in the future owing to it;

(w) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;

(x) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3.1 *(Assignments)*;

(y) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;

(z) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Deed;

(aa) all moneys at any time standing to the credit of any Mandatory Prepayment Account, and the debt represented by any such credit balance; and

(bb) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

5 CREATION OF A FLOATING CHARGE

Each New Chargor, with full title guarantee, charges to the Security Agent (as trustee for the Beneficiaries) as security for the payment or discharge of all Secured Sums, by way of floating charge:

5.1 all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of 3 *(Assignments)* or charged by any fixed charge contained in Clause 4.2 *(Fixed security)*, including any Assets comprised within a charge which is reconverted under Clause 4.4 *(Reconversion)* of the Principal Deed; and

5.2 without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that such New Chargor shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 6 *(Negative pledge and other restrictions)* with respect to any such Floating Charge Asset, and such New Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (except as expressly permitted by the Facilities Agreement).

5.3 The parties agree (without limitation to the general nature of the New Chargors accession to the Principal Deed contained in Clause 2) that the crystallisation provisions contained in Clause 4 of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed.

6 NEGATIVE PLEDGE AND OTHER RESTRICTIONS

Without the prior written consent of the Security Agent, except as specifically permitted by the Facilities Agreement, no New Chargor shall:

6.1 create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or

6.2 sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.

7 RIGHT OF APPROPRIATION

7.1 The parties acknowledge and intend that the charges over each New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.

7.2 The Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable in accordance with the terms of the Principal Deed, by notice in writing to the New Chargors appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise.

7.3 The value of any Financial Collateral appropriated under Clause 7.2 shall be:

(a) in the case of cash, its face value at the time of appropriation; and

(b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised price source or such other process as the Security Agent may reasonably select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent;

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent.

7.4 The Security Agent will account to the New Chargors for any amount by which the value of the appropriated Assets exceeds the Secured Sums and the New Chargors shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums.

7.5 The New Chargors agree that the method of valuing such Financial Collateral under Clause 7.3 is commercially reasonable.

8 APPLICATION TO THE LAND REGISTRY

Each New Chargor:

(a) in relation to each register of title of any present and future Land of that New Chargor which is charged to the Security Agent under this Deed, consent to the Security Agent (or its solicitors) at any time submitting to the Land Registry:

(i) a form AP1 *(application to change the register)* in respect of the security created by this Deed;

(ii) a form RX1 *(application to register a restriction)* in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated *[date]* in favour of *[Chargee]* referred to on the charges register or their conveyancer." and

(iii) a form *CH2* (application to enter an obligation to make further advances) *and*

(b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 4 *(Fixed security)* at its own expense, immediately following its execution of this Deed.

9 POWER OF ATTORNEY

9.1 **Appointment of attorney:** Each New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent and any Receiver separately, to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise (whether or not a Receiver or administrator has been appointed) to:

(a) do anything which that New Chargor is obliged to do (but has not done within 5 Business Days of being notified by the Security Agent of such failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document;

(b) following the occurrence of a Declared Default, enable the Security Agent or any such Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.

9.2 **Ratification:** Each New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

9.3 **Sums recoverable:** All sums expended by the Security Agent or any Receiver under this clause shall be recoverable from the New Chargors under clause 20 *(Costs and Expenses)* and clause 21 *(Other Indemnities)* of the Intercreditor Agreement.

10 NOTICES

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 32 *(Notices)* of the Principal Deed. Each New Chargor's address for service is set out in Schedule 1 *(The New Chargors)*.

11 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

12 GOVERNING LAW

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

13 ENFORCEMENT

13.1 Jurisdiction

(a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in anyway whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by the New Chargors.

(b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, that Chargor shall bring such counter-claim before the court seized of the Beneficiaries' claim and no other court.

(c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Beneficiaries from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.

(d) To the extent allowed by law, each New Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

14 FINANCE DOCUMENT

This Deed is a Finance Document.

THIS DEED OF ACCESSION AND CHARGE has been executed by the New Chargors and the Parent as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document.

Schedule 1 The New Chargors

Name	Company Number	Notice Details
Antelope (Topco) Limited	09442289	Address: Lark Group, 8th Floor, Ibex House, 42-47 Minories, London EC3N 1DY Fax No.: 0207 55432801 Attention: Carl Brown
Antelope (Midco) Limited	09442321	Address: Lark Group, 8th Floor, Ibex House, 42-47 Minories, London EC3N 1DY Fax No.: 0207 55432801 Attention: Carl Brown
Antelope (Bidco) Limited	09442341	Address: Lark Group, 8th Floor, Ibex House, 42-47 Minories, London EC3N 1DY Fax No.: 0207 55432801 Attention: Carl Brown
Aston Scott Group Limited	05639290	Address: Lark Group, 8th Floor, Ibex House, 42-47 Minories, London EC3N 1DY Fax No.: 0207 55432801 Attention: Carl Brown
ASG Risk Management Limited	02845335	Address: Lark Group, 8th Floor, Ibex House, 42-47 Minories, London EC3N 1DY Fax No.: 0207 55432801 Attention: Carl Brown
Aston Scott Ltd.	01341849	Address: Lark Group, 8th Floor, Ibex House, 42-47 Minories, London EC3N 1DY Fax No.: 0207 55432801 Attention: Carl Brown

Name	Company Number	Notice Details	
A.H. Bell & Co. (Insurance Brokers) Limited	01381575	Address:	Lark Group, 8th Floor, Ibex House, 42-47 Minories, London EC3N 1DY
		Fax No.:	0207 55432801
		Attention:	Carl Brown
Salt Risk Management Ltd	06911316	Address:	Lark Group, 8th Floor, Ibex House, 42-47 Minories, London EC3N 1DY
		Fax No.:	0207 55432801
		Attention:	Carl Brown
Lark (2012) Limited	08043688	Address:	Lark Group, 8th Floor, Ibex House, 42-47 Minories, London EC3N 1DY
		Fax No.:	0207 55432801
		Attention:	Carl Brown
Lark Midco Limited	08043698	Address:	Lark Group, 8th Floor, Ibex House, 42-47 Minories, London EC3N 1DY
		Fax No.:	0207 55432801
		Attention:	Carl Brown
Lark Group (Holdings) Limited	04171039	Address:	Lark Group, 8th Floor, Ibex House, 42-47 Minories, London EC3N 1DY
		Fax No.:	0207 55432801
		Attention:	Carl Brown
Lark (Group) Limited	02831010	Address:	Lark Group, 8th Floor, Ibex House, 42-47 Minories, London EC3N 1DY
		Fax No.:	0207 55432801
		Attention:	Carl Brown

Name	Company Number	Notice Details
Lark Employee Benefits Limited	02792080	Address: Lark Group, 8th Floor, Ibex House, 42-47 Minories, London EC3N 1DY Fax No.: 0207 55432801 Attention: Carl Brown
Euromarine Insurance Services Limited	02869815	Address: Lark Group, 8th Floor, Ibex House, 42-47 Minories, London EC3N 1DY Fax No.: 0207 55432801 Attention: Carl Brown

Schedule 2 Land

Registered land to be mortgaged:

None as at the date of this Deed.

Unregistered land subject to first registration upon the execution of this Deed:

None as at the date of this Deed.

Schedule 3 Specified Intellectual Property

Trademark	Trademark number	Trademark owner
Aston Scott risk management and insurance solutions	UK00003113423	Aston Scott Ltd
Aston Scott insurance brokers	UK00003152178	Aston Scott Ltd
CLICK4QUOTE.COM	UK00002406340	Aston Scott Ltd
click4QUOTE.COM	UK00002569027	Aston Scott Ltd
click4QUOTE.com Specialist Property Insurance	UK00003113424	Aston Scott Ltd
Liability Insurance Solutions LIABILITY MADE EASY	UK00002311767	ASG Risk Management Limited
ROADRUNNER, ROAD-RUNNER, ROAD RUNNER	UK00002370282	ASG Risk Management Limited
ROADRUNNER	UK00002385262	ASG Risk Management Limited
MotorTrade Solutions	UK0002412161B	ASG Risk Management Limited
Pitstop, Pit-stop, Pit Stop	UK00002441742	ASG Risk Management Limited

Execution page to Deed of Accession

The New Chargors:

Executed as a **deed** by **Antelope (Topco) Limited** acting by a director in the presence of:

[redacted] Director
signature

Stephen Cork
print name

signature of witness [redacted]

name
print name of witness

address Jennifer Abeygoonewardana
Stephenson Harwood LLP
1 Finsbury Circus
London EC2M 7SH

Executed as a **deed** by **Antelope (Midco) Limited** acting by a director in the presence of:

[redacted] Director
signature

Stephen Cork
print name

signature of witness [redacted]

name
print name of witness

address Jennifer Abeygoonewardana
Stephenson Harwood LLP
1 Finsbury Circus
London EC2M 7SH

Executed as a **deed** by **Antelope (Bidco) Limited** acting by a director in the presence of:

[redacted] Director
signature

Stephen Cork
print name

signature of witness [redacted]

name
print name of witness

address Jennifer Abeygoonewardana
Stephenson Harwood LLP
1 Finsbury Circus
London EC2M 7SH

Executed as a **deed** by **Aston Scott Group Limited** acting by a director in the presence of:

[redacted] Director
signature

Stephen Cork
print name

signature of witness [redacted]

name
print name of witness

address
Jennifer Abeygoonewardana
Stephenson Harwood LLP
1 Finsbury Circus
London EC2M 7SH

Executed as a **deed** by **ASG Risk Management Limited** acting by a director in the presence of:

[redacted] Director
signature

Stephen Cork
print name

signature of witness [redacted]

name
print name of witness

address
Jennifer Abeygoonewardana
Stephenson Harwood LLP
1 Finsbury Circus
London EC2M 7SH

Executed as a **deed** by **Aston Scott Ltd.** acting by a director in the presence of:

[redacted] Director
signature

Tim Holland
print name

signature of witness [redacted]

name
print name of witness

address
Jennifer Abeygoonewardana
Stephenson Harwood LLP
1 Finsbury Circus
London EC2M 7SH

Executed as a **deed** by **A.H. Bell & Co. (Insurance Brokers) Limited** acting by a director in the presence of:

[redacted] Director
signature

Tim Holland
print name

signature of witness [redacted]

name
print name of witness

address
Jennifer Abeygoonewardana
Stephenson Harwood LLP
1 Finsbury Circus
London EC2M 7SH

Executed as a **deed** by **Salt Risk Management Ltd** by a director in the presence of:

[redacted] Director
signature

Tim Holland
print name

signature of witness [redacted]

name
print name of witness

address
Jennifer Abeygoonewardana
Stephenson Harwood LLP
1 Finsbury Circus
London EC2M 7SH

Executed as a **deed** by **Lark (2012) Limited** by a director in the presence of:

[redacted] Director
signature

Stephen Clark
print name

signature of witness [redacted]

name
print name of witness

address
Jennifer Abeygoonewardana
Stephenson Harwood LLP
1 Finsbury Circus
London EC2M 7SH

Executed as a **deed** by **Lark Midco Limited** by a director in the presence of:

[redacted] Director
signature

Stephen Clark
print name

signature of witness [redacted]

name
print name of witness

address
Jennifer Abeygoonewardana
Stephenson Harwood LLP
1 Finsbury Circus
London EC2M 7SH

Executed as a **deed** by **Lark Group (Holdings) Limited** by a director in the presence of:

[redacted] Director
signature

Stephen Clark
print name

signature of witness [redacted]

name
print name of witness

address
Jennifer Abeygoonewardana
Stephenson Harwood LLP
1 Finsbury Circus
London EC2M 7SH

Executed as a **deed** by **Lark (Group) Limited** by a director in the presence of:

[redacted] Director
signature

Stephen Clark
print name

signature of witness [redacted]

name
print name of witness

address
Jennifer Abeygoonewardana
Stephenson Harwood LLP
1 Finsbury Circus
London EC2M 7SH

Executed as a **deed** by **Lark Employee Benefits Limited** by a director in the presence of:

[redacted] Director
signature

Stephen Lark
print name

signature of witness [redacted]

name
print name of witness

address
Jennifer Abeygoonewardana
Stephenson Harwood LLP
1 Finsbury Circus
London EC2M 7SH

Executed as a **deed** by **Euromarine Insurance Services Limited** by a director in the presence of:

[redacted] Director
signature

Stephen Lark
print name

signature of witness [redacted]

name
print name of witness

address
Jennifer Abeygoonewardana
Stephenson Harwood LLP
1 Finsbury Circus
London EC2M 7SH

THE PARENT

Executed as a **deed** by **Augusta (Midco) Limited** by a director in the presence of:

[redacted] Director
signature

Stephen Lark
print name

signature of witness [redacted]

name
print name of witness

address
Jennifer Abeygoonewardana
Stephenson Harwood LLP
1 Finsbury Circus
London EC2M 7SH

THE SECURITY AGENT

Signed by	)	[redacted]
For and on behalf of	)	
GLAS Trust Corporation Limited	)	Authorised Signatory