

MR01

Particulars of a charge

234199. / £351.00 o/p

Laserform

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

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

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

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

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

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



You **must** enclose a certified copy of the instrument with this form  
scanned and placed on the public record **Do not send the original.**



\*A4MYCX55\*  
A06 24/12/2015 #186  
COMPANIES HOUSE

THURSDAY

**1 Company details**

Company number 3 3 1 3 8 7 9

Company name in full Corporate Citizenship Limited (the "Chargor")

3 For official use

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

**2 Charge creation date**

Charge creation date d 1 d 8 m 1 m 2 y 2 y 0 y 1 y 5

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

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

Name HSBC Corporate Trustee Company (UK) Limited

(in its capacity as Security Agent for the Secured Parties)

Name

Name

Name

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

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

MR01

Particulars of a charge

4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

All current and future Property and Intellectual Property (in each case subject to clause 2 3 of the Deed) For further details please refer to the Security Accession Deed registered by this form MR01 (the "Deed") The terms "Property" and "Intellectual Property" used in this form have the meaning stated in the attached continuation Schedule

Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

**Other charge or fixed security**

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

☒ Yes

☐ No

6

**Floating charge**

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

☒ Yes Continue

☐ No Go to **Section 7**

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

☒ Yes

7

**Negative Pledge**

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

☒ Yes

☐ No

8

**Trustee statement <sup>1</sup>**

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

☐

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

9

**Signature**

Please sign the form here

Signature

Signature

X *John Lewis Intellectual CP.*

X

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

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name F3/ROBINSON/EMH/1R4537 001420

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

## **SCHEDULE TO FORM MR01**

Charge creation date 18 December 2015

### **Additional text for Section 4 "Brief Description"**

The following text is taken from the underlying debenture to which the security accession deed registered by this from MR01 relates

**"Intellectual Property"** means any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered and the benefit of all applications and rights to use such assets which may now or in the future subsist,

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

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



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FILE COPY

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

Company number: 3313879

Charge code: 0331 3879 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2015 and created by CORPORATE CITIZENSHIP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th December 2015

Given at Companies House, Cardiff on 6th January 2016



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

## Security Accession Deed

Name GRAHAM PRICE  
Title Solicitor

THIS SECURITY ACCESSION DEED is made on 18 December 2015

Date 22 December 2015

### BETWEEN

Hogan Lovells International LLP (Ref B/PRICE/PA)  
Atlantic House, Holborn Viaduct, London EC1A 2FG

- (1) Bell Finco Limited, a company incorporated in England and Wales with registered number 09780352 (the "Parent"),
- (2) The entities listed in Schedule 1 (New Chargors) (the "New Chargors" and each a "New Chargor"), and
- (3) HSBC Corporate Trustee Company (UK) Limited as security trustee for itself and the other Secured Parties (the "Security Agent")

### RECITAL

This deed is supplemental to a debenture dated 30 September 2015 between, amongst others, the Company, the Chargors named therein and the Security Agent, as previously supplemented by earlier Security Accession Deeds (if any) (the "Debenture")

NOW THIS DEED WITNESSES as follows

#### 1 INTERPRETATION

##### 1.1 Definitions

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

##### 1.2 Construction

Clauses 1.2 (*Construction*) to 1.8 (*Senior Facilities Agreement*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the "Debenture" and other similar expressions were references to this deed

#### 2 ACCESSION OF NEW CHARGOR

##### 2.1 Accession

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

##### 2.2 Covenant to pay

Each New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay or discharge its Secured Obligations when they fall due in the manner provided for in the Finance Documents

##### 2.3 Specific Security

Subject to Clause 1.6 (*Excluded Assets*) of the Debenture, each New Chargor, as continuing security for the payment of its Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest

- (a) by way of first legal mortgage all Property now belonging to or vested in it (including any property specified in Schedule 2 (*Properties*)), and
- (b) by way of fixed charge

- (i) all other interests (not effectively charged under paragraph (a) above) in any Property and the benefit of all other agreements relating to land,
- (ii) all of its rights, title and interest in the Intellectual Property,
- (iii) all its Investments, Shares and corresponding Related Rights,
- (iv) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables,
- (v) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts,
- (vi) all monies standing to the credit of the Mandatory Prepayment Account and all of its rights, title and interest in relation to the Mandatory Prepayment Account,
- (vii) all monies standing to the credit of the other Accounts and all of its rights, title and interest in relation to those accounts,
- (viii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets,
- (ix) its goodwill and uncalled capital; and
- (x) if not effectively assigned by Clause 2.4 (*Security Assignment*), all its rights, title and interest in (and claims under) the Insurance Policies and the Assigned Agreements.

#### **2.4 Ranking of foreign law share security**

Any Security created by this Deed over any Shares in a member of the Group not incorporated in England and Wales (a **Foreign Entity**), which are or become subject to Transaction Security governed by the laws of that Foreign Entity, shall rank junior to that Transaction Security

#### **2.5 Security Assignment**

Subject to Clause 1.6 (*Excluded Assets*) of the Debenture, as further security for the payment of its Secured Obligations, each New Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in

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

subject in each case to reassignment by the Security Agent to the new Chargor of all such rights, title and interest upon payment or discharge in full of such New Chargor's Secured Obligations

#### **2.6 Floating charge**

- (a) As further security for the payment of its Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights

- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed

**2.7 Implied Covenants for Title**

The Security created under this Debenture is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (other than as permitted under the Senior Facilities Agreement)

**3 NEGATIVE PLEDGE**

Each New Chargor may not:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property under this deed,
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of Charged Property under this deed (other than in respect of assets charged under Clause 2.6(a) (*Floating Charge*) in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property under this deed,

except as permitted under the Finance Documents or with the prior consent of the Security Agent

**4 CONSTRUCTION OF DEBENTURE**

- (a) The Debenture shall remain in full force and effect as supplemented by this deed
- (b) The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" and other similar expressions will be deemed to be references to the Debenture as supplemented by this deed

**5 DESIGNATION AS A FINANCE DOCUMENT**

This deed is designated as a Finance Document

**6 FAILURE TO EXECUTE**

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

**7 GOVERNING LAW**

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



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

**SCHEDULE 1****New Chargors**

	<b>Name of Acceding Party</b>	<b>Registered Number</b>
1.	14 Curzon Street 1 Limited	7467580
2.	Big Eyes Communications Limited	8696178
3.	Chime Communications Limited	1983857
4.	Chime Limited	2370011
5.	Corporate Citizenship Limited	3313879
6.	CSM Sport and Entertainment Holdings Limited	7795755
7.	CSM Sport and Entertainment International Limited	8268316
8.	CSM Sport and Entertainment LLP	OC368517
9.	Facts International Limited	6064157
10.	FIL Market Research Limited	3224959
11.	Good Relations Limited	697060
12.	Good Relations Property Limited	2427911
13.	Harvard Public Relations Limited	1635226
14.	Heresy IMS Group Limited	2899318
15.	Icon Beta Limited	3865001
16.	Insight Marketing & Communications Limited	2597166
17.	Insight Public Relations Limited	3495750
18.	JMI Motorsport Limited	8709528
19.	Opinion Leader Research Limited	2665055
20.	People Marketing UK Ltd	8330097
21.	Pure Media Group Limited	4365511
22.	Teamspirit Limited	3042867
23.	VCCP Group LLP	OC370529
24.	VCCP Holdings Limited	7873955
25.	VCCP Overseas Limited	8268313
26.	WARL Group Limited	4351772
27.	Chime Finance Limited	09809986

## **SCHEDULE 2**

### **Properties**

**Registered Land:**

**None**

**Unregistered Land**

**None**

**Investments**

**None**

**Patent and Patent Application**

**None**

**Trade Marks and Trade Marks Applications**

**None**

**Registered Designs and Applications for Registered Designs**

**None**

**Copyright Works and Unregistered Design**

**None**

**Other Intellectual Property of the New Chargors**

**None**

**Intellectual Property licences**

**None**

**Insurance Policies**

**None**

**Shares:**

<b>Name of Acceding Party which holds the shares</b>	<b>Name of company issuing shares (registered number)</b>
14 Curzon Street 1 Limited	Open Health Communications LLP (OC360224) – (51%)
Chime Communications Limited	Watermelon Research Limited (7917715)–(90%) Facts International Limited (6064157) FIL Market Research Limited (3224959) Chime Limited (2370011) Good Relations Property Limited (2427911) JMI Motorsport Limited (8709528) ABC Sports Management Limited (5875498) People Marketing UK Limited (8330097) CSM Sport and Entertainment Holdings Limited (7796755) Heresy IMS Group Limited (2899318*) Corporate Citizenship Limited (3313879) Harvard Public Relations Limited (1635226) Teamspirit Limited (30 42867) VCCP Holdings Limited (7873955) WARL Group Limited (4351172) Big Eyes Communications Limited (8696178) 14 Curzon Street 1 Limited (7467580) Insight Public Relations Limited (3495750) Pure Media Group Limited (4365511) (40%) Chime Finance Limited (09809986)
Chime Limited	Good Relations Limited (697060) Opinion Leader Research Limited (2665055)
CSM Sport and Entertainment Holdings Limited	Fast Track Agency Limited (3549379) SPS Etech Limited (6470858) CSM Sport and Entertainment LLP (OC368517) – (99.99%) Icon Display Limited (463076)
CSM Sport and Entertainment International Limited	The Complete Leisure Group Limited (5516278) – (98.8%)
CSM Sport and Entertainment LLP	CSM Sport and Entertainment International Limited (8268316)
Heresy IMS Group Limited	Pure Media Group Limited (4365511) (60%)
Insight Public Relations Limited	Insight Marketing & Communications Limited (2597166)
Teamspirit Limited	Teamspirit Brand Limited (6905470)
VCCP Group LLP	VCCP Overseas Limited (8268313)
VCCP Holdings Limited	VCCP Group LLP (OC370529) (99.99%) Icon Beta Limited (3865001)
VCCP Overseas Limited	VCCP Me Limited (5428098) Ex Nihilo Limited (0890735)
WARL Group Limited	WARL Internal Communications Limited (6206824)

# Bank Accounts

Name of New Chorgor	Name of the institution at which account is held	Account Number	Sort Code
Big Eyes Communications Limited	RBS	266	560027
Chime Communications Limited	RBS	836	560027
		266	560027
Corporate Citizenship Limited	RBS	822	603003
CSM Sport & Entertainment LLP	RBS	256	560027
		256	560027
		257	560027
		257	560027
		257	560027
		257	560027
		257	560027
		257	560027
		257	560027
		266	560027
		266	560027
		266	560027
		266	560027
		469	606008
		469	606008
		472	606008
Facts International Limited	RBS	256	560027
F I L Market Research Limited	RBS	256	560027
Good Relations Limited	RBS	266	560027
		266	560027
		243	560027
Good Relations Property Limited	RBS	256	560027
Harvard Public Relations Limited	RBS	421	601811
Heresy IMS Group Limited	RBS	836	560027
Icon Beta Limited	RBS	255	560027
Insight Marketing & Communications Limited	RBS	040	010541
JMI Motorsport Limited	RBS	266	560027
Opinion Leader Research Limited	RBS	836	560027
Pure Media Group Limited	RBS	256	560027
Teamspirit Limited	RBS	606	502108
VCCP Group LLP	RBS	256	560027
		256	560027
		256	560027
		256	560027
		257	560027
		266	560027
		173	601811
WARL Group Limited	RBS	266	560027

**Signatories to Security Accession Deed**

**The New Chargors**

Executed as a deed by 14 Curzon  
Street 1 Limited acting by

*ROBERT DRVISON*

)  
)  
)



Director/~~Company~~ Secretary



Witness' signature

Witness' address

**Louisa Jane Richards**



**Assistant Company Secretary**

Executed as a deed by Big Eyes  
Communications Limited acting by

*MAGGIE FROST*

)  
)  
)

[Redacted]

Director/Company Secretary

[Redacted]

Witness' signature

**Louisa Jane Richards**  
**[Redacted]**

Witness' address

[Redacted]

**Assistant Company Secretary**

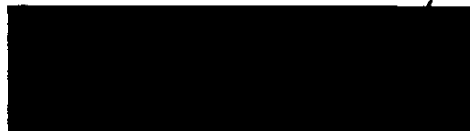
Executed as a deed by Chime  
Communications Limited acting by.  
MARK SMITH

)  
)  
)



Director/~~Company Secretary~~

Witness' signature



Witness' address

**Louisa Jane Richards**

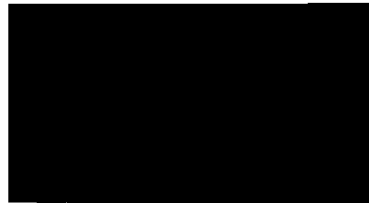


**Assistant Company Secretary**



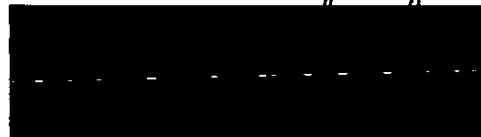
Executed as a deed by Chime Limited  
acting by **ROBERT DAVISON**

)  
)  
)



Director/Company Secretary

Witness' signature



Witness' address

**Louisa Jane Richards**



**Assistant Company Secretary**

Executed as a deed by Corporate  
Citizenship Limited acting by

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X



Director/Company Secretary

Witness' signature

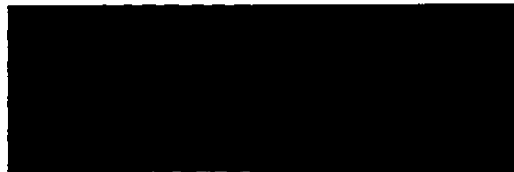


Witness' address



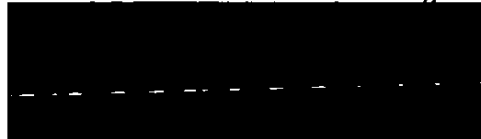
Executed as a deed by CSM Sport  
and Entertainment Holdings Limited  
acting by *man sm (TH*

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)



Director/~~Company Secretary~~

Witness' signature



Witness' address

Louisa Jane Richards



Assistant Company Secretary

Executed as a deed by CSM Sport  
and Entertainment International  
Limited acting by

)  
)  
)

X

[Redacted signature]

Director/~~Company Secretary~~

Witness' signature

[Redacted signature]

Witness' address

**Louisa Jane Richards**

[Redacted signature]

**Assistant Company Secretary**

Executed as a deed by CSM Sport  
and Entertainment LLP acting by

*Jim CHAVER.*

) [Redacted]  
)  
)

Member

[Redacted]

Witness' signature

Louisa Jane Richards

Witness' address

[Redacted]

Assistant Company Secretary  
ASSIST

Executed as a deed by Facts  
International Limited acting by

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)  
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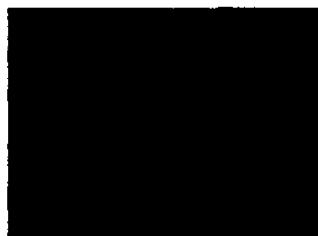
Director/Company Secretary

Witness' signature



Witness' address

MRS LAURA LEECH



Executed as a deed by F I L Market  
Research Limited acting by

)  
)  
)



Director/Company Secretary

Witness' signature



Witness' address

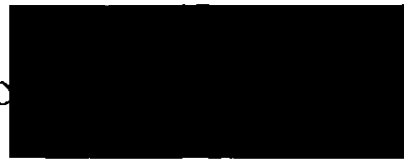
MRS LAURA LEECH



Executed as a deed by Good  
Relations Limited acting by

*ROOPESH PRASHAR*

)  
)  
)



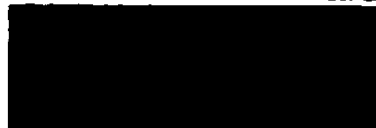
Director/Company Secretary



Witness' signature

**Louisa Jane Richards**

Witness' address



**Assistant Company Secretary**



Executed as a deed by Good  
Relations Property Limited acting by  
POOPEST PRASHAR.

)  
)  
)



Director/~~Company Secretary~~

Witness' signature



Witness' address

**Louisa Jane Richards**



**Assistant Company Secretary**

Executed as a deed by Harvard Public  
Relations Limited acting by

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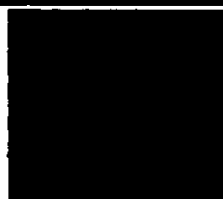


Director/Company Secretary

Witness' signature



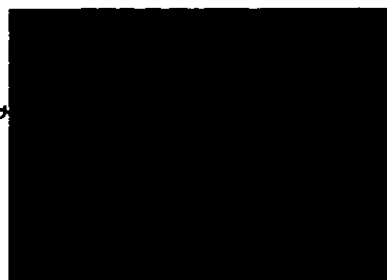
Witness' address



Executed as a deed by Heresy IMS  
Group Limited acting by

*ROBERT DRIVSON*

)  
)  
)



Director/~~Company~~ Secretary

Witness' signature



Witness' address

Louisa Jane Richards



Assistant Company Secretary

Executed as a deed by Icon Beta )  
Limited acting by *MAGGIE FROST* )



Director/~~Company~~ Secretary



Witness' signature

**Louisa Jane Richards**

Witness' address



**Assistant Company Secretary**

Executed as a deed by Insight  
Marketing & Communications Limited  
acting by.

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)  
)  
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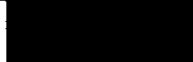


Director/Company Secretary

Witness' signature



Witness' address



Executed as a deed by Insight Public  
Relations Limited acting by

ROBERT DAVISON

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2



Director/~~Company Secretary~~

Witness' signature



Witness' address

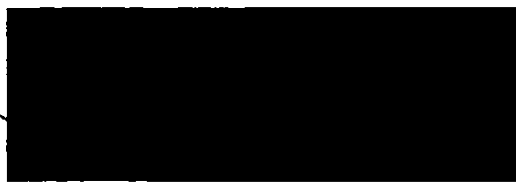
Louisa Jane Richards



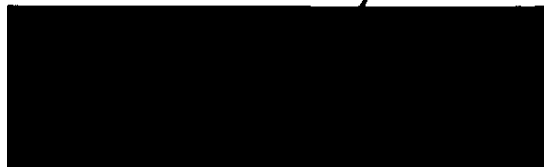
Assistant Company Secretary

Executed as a deed by JMI Motorsport  
Limited acting by *MARK SMITH*

)  
)  
)



Director/~~Company~~ Secretary



Witness' signature

Witness' address

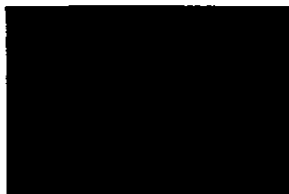
**Louisa Jane Richards**



**Assistant Company Secretary**

Executed as a deed by Opinion  
Leader Research Limited acting by

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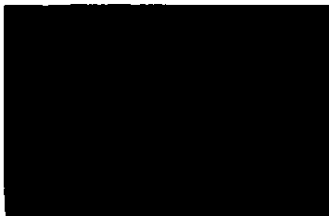
Director/Company Secretary

Witness' signature



Witness' address

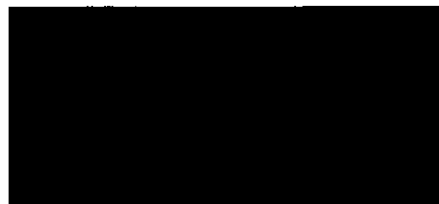
MRS LAURA LEECH



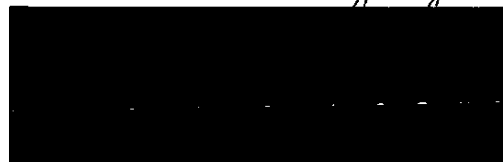


Executed as a deed by People  
Marketing UK Limited acting by

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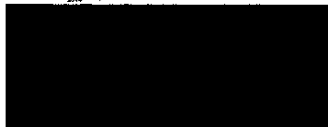
Director/Company Secretary



Witness' signature

Witness' address

**Louisa Jane Richards**



**Assistant Company Secretary**

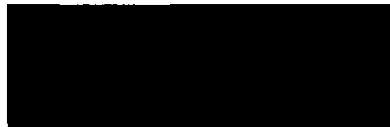
Executed as a deed by Pure Media  
Group Limited acting by

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Director/Company Secretary

Witness' signature



Witness' address

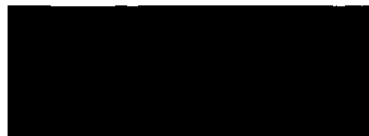


Executed as a deed by Teamspint  
Limited acting by

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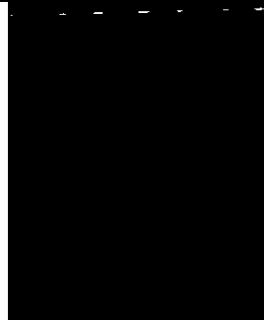


Director/Company Secretary



Witness' signature

Witness' address



Executed as a deed by VCCP Group )  
LLP acting by MARION PROST )  
 )



Member



Witness' signature

**Louisa Jane Richards**

Witness' address



**Assistant Company Secretary**

Executed as a deed by VCCP  
Holdings Limited acting by

*ROBERT DRIVSON*

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Director/~~Company Secretary~~

Witness' signature



Witness' address

Louisa Jane Richards  
~~Company Secretary~~



Assistant Company Secretary

Executed as a deed by VCCP  
Overseas Limited acting by

MARGARET FROST

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)  
)

X

Director/~~Company Secretary~~

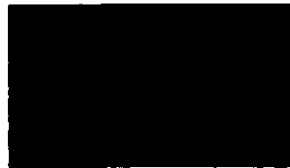
Witness' signature

Witness' address

**Louisa Jane Richards**

**Assistant Company Secretary**

Executed as a deed by WARL Group )  
Limited acting by *MACRONE FACOT* )  
)



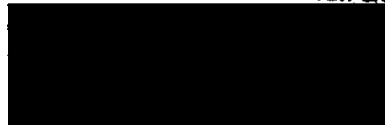
Director/~~Company~~ Secretary



Witness' signature

**Louisa Jane Richards**

Witness' address



**Assistant Company Secretary**

Executed as a deed by Chime Finance  
Limited acting by

ROBERT DAVENSON

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)

X



Director/~~Company Secretary~~

Witness' signature

Witness' address



Louisa Jane Richards



Assistant Company Secretary

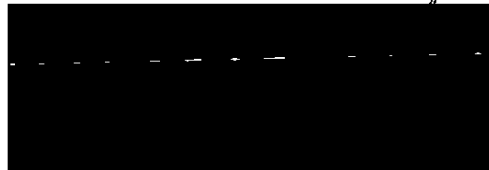


**The Parent**

Executed as a deed by Bell Finco )  
Limited acting by )  
CHRISTOPHER SUTHERLAND )



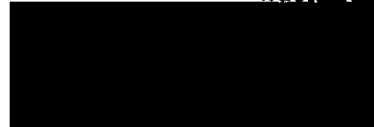
Director



Witness' signature

Witness' address

**Louisa Jane Richards**



**Assistant Company Secretary**

**The Security Agent**

Executed by HSBC Corporate  
Trustee Company (UK) Limited  
acting by

)



**James McComb**