



Registration of a Charge

Company name: **CLOF VICTORIA NOMINEE 2 LIMITED**

Company number: **04329976**



X74MM27E

Received for Electronic Filing: **25/04/2018**

Details of Charge

Date of creation: **25/04/2018**

Charge code: **0432 9976 0004**

Persons entitled: **LANDESBANK BADEN-WÜRTTEMBERG, LONDON BRANCH**

Brief description: **THE LAND KNOWN AS BELGRAVE HOUSE, 76 BUCKINGHAM PALACE ROAD, LONDON REGISTERED AT HM LAND REGISTRY TITLE NUMBER NGL809802.**

Contains fixed charge(s).

Contains floating charge(s) .

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: **EXCEPT FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006, I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

ALLEN & OVERY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4329976

Charge code: 0432 9976 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th April 2018 and created by CLOF VICTORIA NOMINEE 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th April 2018 .

Given at Companies House, Cardiff on 27th April 2018

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

EXECUTION VERSION

CONFIRMATORY SECURITY AGREEMENT

25 April 2018

Between

THE COMPANIES LISTED IN SCHEDULE 1

as Chargors

and

LANDESBANK BADEN-WÜRTTEMBERG, LONDON BRANCH

as Security Agent

relating to

THE PROJECT LION PORTFOLIO

ALLEN & OVERY

Allen & Overy LLP

Allen & Overy LLP
25.04.2018

Allen & Overy LLP

Except for material redacted pursuant to
s859G of the Companies Act 2006
I certify that this is a correct copy
of the original document

CONTENTS

Clause	Page
1. Interpretation	1
2. Creation of Security.....	3
3. Incorporation	7
4. H.M. Land Registry.....	7
5. Miscellaneous.....	7
6. Governing law	7
7. Enforcement	7
 Schedule	
1. Chargors	8
2. Real Property	9
 Signatories	1

THIS DEED is dated 25 April 2018 and is made **BETWEEN**:

- (1) **THE COMPANIES** listed in Schedule 1 as chargors (each a **Chargor**, together the **Chargors**); and
- (2) **LANDESBANK BADEN-WÜRTTEMBERG, LONDON BRANCH** as security agent and trustee (in this capacity, the **Security Agent**).

BACKGROUND:

- (A) Pursuant to a security agreement dated 16 February 2017 between each Chargor and the Security Agent (the **Original Security Agreement**), each Chargor created Transaction Security over certain of its assets as security for, among other things, the present and future obligations and liabilities of each Obligor under the Finance Documents (as amended or supplemented).
- (B) The Facility Agreement has been amended by a supplemental agreement dated on or about the date of this Deed between, among others, each Chargor and the Security Agent.
- (C) Each Chargor and the Security Agent consider that the Transaction Security created by each Chargor under the Original Security Agreement secures payment of the Secured Liabilities (as defined below), but enter into this Deed in case they do not.
- (D) This Deed is supplemental to the Original Security Agreement.
- (E) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

Company means Cityhold UK Holding S.à r.l., a *société à responsabilité limitée* incorporated under the laws of Luxembourg with its registered office at 4a, rue Henri Schnadt, L-2530 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg trade and companies register (*Registre de commerce et des sociétés de Luxembourg*) under registration number B 195059.

Facility Agreement means the facility agreement dated 14 February 2017 between, amongst others, the Company and the Security Agent, as amended and restated by the Supplemental Agreement.

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under or in connection with each Finance Document, except for any obligation which, if it were so included, would result in this Deed contravening section 678 or 679 of the Companies Act 2006.

Supplemental Agreement means the supplemental agreement dated on or about the date of this Deed between, amongst others, the Company and the Security Agent.

Supplemental Security Agreement means the supplemental security agreement dated 7 July 2017 between each Great Portland Street Trustee and the Security Agent.

1.2 Construction

- (a) Capitalised terms defined in the Original Security Agreement have the same meaning in this Deed, unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (Construction) and 1.7 (Limited recourse to the Corporate Trustees) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.
- (c) Any reference in this Deed to:
 - (i) a **clearance system** means a person whose business is or includes the provision of clearance services or security accounts, or any nominee or depositary for that person;
 - (ii) a Finance Document or any other agreement or instrument includes (without prejudice to any restriction on amendments) any amendment to that Finance Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility;
 - (iii) any **rights** in respect of an asset include all amounts and proceeds paid or payable, all rights to make any demand or claim, and all powers, remedies, causes of action, security, guarantees and indemnities, in each case, in respect of or derived from that asset;
 - (iv) any share, stock, debenture, bond or other security or investment includes:
 - (A) any dividend, interest or other distribution paid or payable;
 - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
 - (C) any right against any clearance system;
 - (D) any right under any custody or other agreement (including any right to require delivery up of any cash or other assets); and
 - (E) any cash or securities account maintained by any custodian or other entity,in each case, in relation to that share, stock, debenture, bond or other security or investment;
 - (v) **this Security** means any security created by this Deed; and
 - (vi) an agreement, instrument or other document to **which it is** a party includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (e) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

- (f) If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Secured Party that is not a Party may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment and satisfaction of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) If the rights of a Chargor under a document cannot be secured without the consent of a party to that document or satisfaction of some other condition:
 - (i) that Chargor must notify the Security Agent promptly;
 - (ii) this Security will constitute security over all proceeds and other amounts which that Chargor may receive, or has received, under that document but exclude that Chargor's other rights under the document until that Chargor obtains the required consent or satisfies the relevant condition;
 - (iii) unless the Security Agent otherwise requires, that Chargor must use its reasonable endeavours to obtain the required consent or satisfy the relevant condition; and
 - (iv) if that Chargor obtains the required consent or satisfies the relevant condition:
 - (A) that Chargor must notify the Security Agent promptly; and
 - (B) all that Chargor's rights under the document will immediately be secured in accordance with this Deed.

- (c) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.
- (d) All the security created under this Deed:
 - (i) is created in case the security created by the Original Security Agreement does not secure all of the Secured Liabilities; and
 - (ii) is created in addition to and does not affect the security created by the Original Security Agreement.
- (e) Where this Deed purports to create first fixed Transaction Security, that Transaction Security will be a second ranking Transaction Security ranking subject to the equivalent Transaction Security created by the Original Security Agreement until such time as the Transaction Security created by the Original Security Agreement ceases to have effect.
- (f) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under this Deed, that second assignment will take effect as a fixed charge over that right or asset and will only take effect as an assignment if the relevant Transaction Security created by the Original Security Agreement ceases to have effect at a time when this Deed still has effect.

2.2 Land

- (a) Each Chargor charges:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it (other than the New Fetter Lane Property); this includes the real property (if any) specified in:
 - (A) schedule 2 (Real Property) to the Original Security Agreement (other than the New Fetter Lane Property); and
 - (B) schedule 1 (Real Property) to the Supplemental Security Agreement,
 which are in each case reproduced in Schedule 2 (Real Property) to this Deed; and
 - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property owned by it.
- (b) A reference in this Clause to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

Each Chargor:

- (a) mortgages by way of a first legal mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee, trustee, custodian or clearance system on its behalf; and
- (b) (to the extent that they are not the subject of a mortgage under paragraph (a) above) charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities or investments owned by it or held by any nominee, trustee, custodian or clearance system on its behalf.

2.4 Plant and machinery

Each Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.

2.5 Restricted credit balances

Each Chargor charges by way of a first fixed charge all of its rights in respect of any Restricted Account, any amount standing to the credit of that account and the debt represented by that account.

2.6 Insurances

Each Chargor charges by way of a first fixed charge all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest but excluding any rights under any liability insurance contract or policy in respect of liabilities of that Chargor to third parties.

2.7 Other contracts

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
 - (i) in respect of each Assigned Relevant Contract to which it is a party;
 - (ii) in respect of all Rental Income; and
 - (iii) under any guarantee of Rental Income contained in or relating to any Lease Document.
- (b) Subject to paragraph (c) below, each Chargor charges by way of a first fixed charge all of its rights in respect of any agreement, instrument or other document to which it is a party, including each Charged Relevant Contract.
- (c) Paragraph (b) above does not apply to any agreement, instrument or other document to which a Chargor is a party that is subject to any fixed security created under any other term of this Clause.

2.8 Intellectual property

Each Chargor charges by way of a first fixed charge, all of its rights in respect of:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right;
- (b) any copyright or other intellectual property monopoly right; or
- (c) any interest (including by way of licence) in any of the above,

in each case, whether registered or not and including all applications for any of the rights referred to in paragraphs (a), (b) and (c) above.

2.9 Miscellaneous

- (a) Subject to paragraph (b) below, each Chargor charges by way of first fixed charge:
- (i) any beneficial interest, claim or entitlement it has in any pension fund;
 - (ii) its goodwill;
 - (iii) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset; and
 - (iv) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (iii) above.
- (b) Paragraph (a) above does not apply to any Authorisation (statutory or otherwise) held in connection with a Chargor's use of any Security Asset if the terms of that Authorisation prevent that Chargor from providing the charge referred to in paragraph (a) above.
- (c) Each Chargor charges by way of first fixed charge each Receivable owed to it.

2.10 Floating charge

- (a) Each Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause.
- (b) Except as provided below, the Security Agent may by notice to a Chargor convert the floating charge created by that Chargor under this Clause into a fixed charge as regards any of that Chargor's assets specified in that notice, if:
- (i) an Event of Default is continuing; or
 - (ii) the Security Agent reasonably considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by this Clause may not be converted into a fixed charge solely by reason of:
- (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,
- under section 1A of the Insolvency Act 1986.
- (d) The floating charge created by this Clause will (in addition to the circumstances when this may occur under the general law and to the extent permissible under applicable law) automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator in respect of that Chargor.

- (e) The floating charge created by this Clause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. INCORPORATION

The provisions of clause 3 (Representations - General) to 23 (Release) (inclusive) (other than clause 5.3 (H.M. Land Registry)) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

4. H.M. LAND REGISTRY

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H.M. Land Registry:

"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 [] in favour of [] referred to in the charges register or their conveyancer. (Standard Form P)".

5. MISCELLANEOUS

The Original Security Agreement will remain in full force and effect.

6. GOVERNING LAW

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

7. ENFORCEMENT

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to non-contractual obligations arising from or in connection with this Deed or a dispute regarding the existence, validity or termination of this Deed) (a Dispute).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 7 (Enforcement) is for the benefit of the Finance Parties only. As a result, the Finance Parties will not 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.

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1

CHARGORS

Chargor	Jurisdiction of incorporation	Registration number and commercial register (or equivalent, if any)
Cityhold UK Holding S.à r.l.	Luxembourg	Luxembourg trade and companies register (<i>Registre de Commerce et des Sociétés, Luxembourg</i>) under registration number B 195059
HV Properties S.à r.l.	Luxembourg	Luxembourg trade and companies register (<i>Registre de Commerce et des Sociétés, Luxembourg</i>) under registration number B 169550
HV Freehold S.à r.l.	Luxembourg	Luxembourg trade and companies register (<i>Registre de Commerce et des Sociétés, Luxembourg</i>) under registration number B 172637
Cityhold UK Investment S.à r.l.	Luxembourg	Luxembourg trade and companies register (<i>Registre de Commerce et des Sociétés, Luxembourg</i>) under registration number B 196734
NFL Trustee No. 1 Limited and NFL Trustee No. 2 Limited each as a trustee of the New Fetter Lane Unit Trust	Jersey	Registered numbers 116757 and 116758 respectively
60 GPS Trustee No.1 Limited and 60 GPS Trustee No.2 Limited each as a trustee of the 60 Great Portland Street Unit Trust	Jersey	Registered numbers 120000 and 120001 respectively
London Belgrave (ND) Trustee Limited as trustee of the London Belgrave Unit Trust	Jersey	Registered number 107150
CLOF Victoria Nominee 1 Limited as a nominee for and on behalf of the trustee of the London Belgrave Unit Trust, London Belgrave (ND) Trustee Limited	England and Wales	Registered number 04329970
CLOF Victoria Nominee 2 Limited as a nominee for and on behalf of the trustee of the London Belgrave Unit Trust, London Belgrave (ND) Trustee Limited	England and Wales	Registered number 04329976

SCHEDULE 2

REAL PROPERTY

Chargor	Tenure	Property Details	Registered Title Number
HV Freehold S.à r.l.	Freehold and Leasehold	The land known as 40 Holborn Viaduct (and land on its north side) and 2 Charterhouse Street (and land on its south side) London, EC1.	NGL856925 (Freehold), NGL857819 (Freehold), NGL880090 (Freehold) and EGL550018 (Leasehold)
CLOF Victoria Nominee 1 Limited and CLOF Victoria Nominee 2 Limited as nominees for and on behalf of the trustee of the London Belgrave Unit Trust, currently being London Belgrave (ND) Trustee Limited	Leasehold	The land known as Belgrave House, 76 Buckingham Palace Road, London	NGL809802
60 GPS Trustee No.1 Limited and 60 GPS Trustee No.2 Limited each as a trustee of the 60 Great Portland Street Unit Trust	Freehold	The land known as 60 Great Portland Street (being 58 to 66 (even numbers) Great Portland Street, 52 to 66 (even numbers) Mortimer Street and 1 to 17 (odd numbers) Little Titchfield Street), 46 Mortimer Street, London and 48-50 Mortimer Street London and	NGL94521, NGL956934, and NGL958532.
60 GPS Trustee No.1 Limited and 60 GPS Trustee No.2 Limited each as a trustee of the 60 Great Portland Street Unit Trust	Freehold	The land known as 37 to 41 (odd) Great Titchfield Street and 42 to 44 (even) Mortimer Street, London W1	NGL94523

SIGNATORIES

Chargors

EXECUTED as a **DEED** by
CITYHOLD UK HOLDING S.À R.L.,

a company incorporated in Luxembourg,
acting by

)
)
)
)
)

Signature in the name of the company:
CITYHOLD UK HOLDING S.À R.L.,

Signature: [REDACTED UNDER S859G OF
THE COMPANIES ACT 2006]
Signature of Authorised Signatory
Name:

Inger Torhild Refsdal

and

Signature in the name of the company:
CITYHOLD UK HOLDING S.À R.L.,

Signature: [REDACTED UNDER S859G OF
THE COMPANIES ACT 2006]
Signature of Authorised Signatory
Name:

Tamas Benyi

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

EXECUTED as a DEED by
HV PROPERTIES S.À R.L.

a company incorporated in Luxembourg,
acting by

)
)
)
)
)

Signature in the name of the company:
HV PROPERTIES S.À R.L.

[REDACTED UNDER S859G OF
THE COMPANIES ACT 2006]

Signature:

Signature of Authorised Signatory

Name:

John Sutherland

Signature in the name of the company:
HV PROPERTIES S.À R.L.

[REDACTED UNDER S859G OF
THE COMPANIES ACT 2006]

Signature:

Signature of Authorised Signatory

Name:

Istvan Koleszar

and

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

**EXECUTED as a DEED by
HV FREEHOLD S.À R.L.**

a company incorporated in Luxembourg,
acting by

)
)
)
)
)

Signature in the name of the company:
HV FREEHOLD S.À R.L.

[REDACTED UNDER S859G OF THE
COMPANIES ACT 2006]

Signature:

Signature of Authorised Signatory

Name:

Inger Torhild Refsdal

Signature in the name of the company:
HV FREEHOLD S.À R.L.

[REDACTED UNDER S859G OF THE
COMPANIES ACT 2006]

Signature:

Signature of Authorised Signatory

Name:

Tamas Benyi

and

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

**EXECUTED as a DEED by
NFL TRUSTEE NO. 1 LIMITED**

a company incorporated in Jersey,
acting in its capacity as a trustee of
NEW FETTER LANE UNIT TRUST
acting by

)
)
)
)
)
)
)

Signature in the name of the company:
NFL TRUSTEE NO. 1 LIMITED
acting in its capacity as a trustee of **NEW
FETTER LANE UNIT TRUST**

[REDACTED UNDER S859G OF
THE COMPANIES ACT 2006]

Signature

Signature of Authorised Signatory

Name: **Timothy N M Daniels**

and

Signature in the name of the company:
NFL TRUSTEE NO. 1 LIMITED
acting in its capacity as a trustee of **NEW
FETTER LANE UNIT TRUST**

[REDACTED UNDER S859G
OF THE COMPANIES ACT

Signature 2006]

Signature of Authorised Signatory

Name: **Timothy N M Daniels**

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

EXECUTED as a DEED by)
LONDON BELGRAVE (ND) TRUSTEE)
LIMITED)

a company incorporated in Jersey,)
acting in its capacity as trustee of)
LONDON BELGRAVE UNIT TRUST)
acting by)

Signature in the name of the company:
LONDON BELGRAVE (ND) TRUSTEE
LIMITED acting in its capacity as trustee of
LONDON BELGRAVE UNIT TRUST

[REDACTED UNDER
S859G OF THE
COMPANIES ACT 2006]
Signature of Authorised Signatory
Name: Timothy N M Daniels

and

Signature in the name of the company:
LONDON BELGRAVE (ND) TRUSTEE
LIMITED acting in its capacity as trustee of
LONDON BELGRAVE UNIT TRUST

[REDACTED UNDER
S859G OF THE
COMPANIES ACT 2006]
Signature of Authorised Signatory
Name: Timothy N M Daniels

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

**EXECUTED as a DEED by
60 GPS TRUSTEE NO.1 LIMITED**

a company incorporated in Jersey,
acting in its capacity as a trustee of
**60 GREAT PORTLAND STREET UNIT
TRUST**
acting by

)
)
)
)
)
)
)

Signature in the name of the company:
60 GPS TRUSTEE NO.1 LIMITED
acting in its capacity as a trustee of **60 GREAT
PORTLAND STREET UNIT TRUST**

[REDACTED UNDER S859G
OF THE COMPANIES ACT

Signature 2006]

Signature of Authorised Signatory

Name: **Timothy N M Daniels**

and

Signature in the name of the company:
60 GPS TRUSTEE NO.1 LIMITED
acting in its capacity as a trustee of **60 GREAT
PORTLAND STREET UNIT TRUST**

[REDACTED UNDER
S859G OF THE

Signature 2006]

Signature of Authorised Signatory

Name: **Timothy N M Daniels**

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

EXECUTED as a DEED by
CLOF VICTORIA NOMINEE 1 LIMITED
acting as a nominee for and on behalf of the
trustee of the LONDON BELGRAVE UNIT TRUST,
LONDON BELGR [REDACTED UNDER S859G OF THE COMPANIES ACT 2006] LIMITED,
acting by a director, _____,
in the presence of: Timothy N M Daniels

Signature of witness:

Name:

[REDACTED UNDER
S859G OF THE
COMPANIES ACT 2006]

Adam Laffoley

Address:

44 Esplanade
St Heller
Jersey
JE4 9WG

EXECUTED as a DEED by
CLOF VICTORIA NOMINEE 2 LIMITED
acting as a nominee for and on behalf of the
trustee of the LONDON BELGRAVE UNIT TRUST,
LONDON BELG [REDACTED UNDER S859G OF THE COMPANIES ACT 2006] LIMITED,
acting by a director _____,
in the presence of: Timothy N M Daniels

Signature of witness:

Name:

[REDACTED UNDER
S859G OF THE
COMPANIES ACT 2006]

Adam Laffoley

Address:

44 Esplanade
St Heller
Jersey
JE4 9WG

EXECUTED as a DEED by
LANDESBANK BADEN-WÜRTTEMBERG,
LONDON BRANCH

Signature in the name of the company:
**LANDESBANK BADEN-WÜRTTEMBERG,
 LONDON BRANCH**

and

Signature in the name of the company:
**LANDESBANK BADEN-WÜRTTEMBERG,
 LONDON BRANCH**

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

MICHAEL WEIR