



Registration of a Charge

Company name: **WARL GROUP LIMITED**

Company number: **04351772**



X6H5RGUI

Received for Electronic Filing: **16/10/2017**

Details of Charge

Date of creation: **10/10/2017**

Charge code: **0435 1772 0004**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS SECURITY AGENT FOR ITSELF AND THE OTHER SECURED PARTIES.**

Brief description: **ALL CURRENT AND FUTURE PROPERTY AND INTELLECTUAL PROPERTY OWNED BY THE CHARGOR, IN EACH CASE AS SPECIFIED (AND DEFINED) IN THE SECURITY ACCESSION DEED REGISTERED BY THIS FORM MR01 (THE "SECURITY ACCESSION DEED") BUT EXCLUDING ANY EXCLUDED ASSETS (AS DEFINED IN THE SECURITY ACCESSION DEED). FOR MORE DETAILS PLEASE REFER TO THE SECURITY ACCESSION DEED.**

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: **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 CORRECT COMPOSITE COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ERICA HUGHES**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4351772

Charge code: 0435 1772 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th October 2017 and created by WARL GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th October 2017 .

Given at Companies House, Cardiff on 18th October 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**

Name: ERICA HUGHES

Title: Solicitor

Date: 16.10.2017

Hogan Lovells International LLP (Ref: 121537001470)
Atlantic House, Holborn Viaduct, London EC1A 2FG

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 10 October 2017

BETWEEN:

- (1) Chime Group Limited (previously named Bell Finco Limited), a company incorporated in England and Wales with registered number 09780352 (the "Parent");
- (2) The entities listed in Schedule 1 to this deed (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 10 August 2017 between the Chargors named therein and the Security Agent, as previously supplemented by earlier Security Accession Deeds (if any) (the "2017 Debenture").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Unless a contrary indication appears, terms defined in the 2017 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 2017 Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the "2017 Debenture" and other similar expressions were references to this deed.

2. ACCESSION OF NEW CHARGORS

2.1 Accession

Each New Chargor agrees to be a Chargor for the purposes of the 2017 Debenture with immediate effect and agrees to be bound by all of the terms of the 2017 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 2017 Debenture, each New Chargor, as continuing security for the payment of its Secured Obligations, charges in favour of the Security Agent with (subject to the Existing Debenture) 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 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,

and in each case the Security constituted under this Clause 2.3 (*Specific Security*) shall be first ranking subject only to the Security constituted under the Existing Debenture.

2.4 Security Assignment

Subject to Clause 1.6 (*Excluded Assets*) of the 2017 Debenture, as further security for the payment of its Secured Obligations, each New Chargor assigns absolutely with (subject to the Existing Security) 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 relevant New Chargor of all such rights, title and interest upon payment or discharge in full of such New Chargor's Secured Obligations.

2.5 Floating charge

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

charge shall be first ranking subject only to the Security constituted under the Existing Debenture.

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

2.6 Implied Covenants for Title

The Security created under this deed 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 and subject to the Existing Security).

3. NEGATIVE PLEDGE

A 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 2.5(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 2017 DEBENTURE

- (a) The 2017 Debenture shall remain in full force and effect as supplemented by this deed.
- (b) The 2017 Debenture and this deed shall be read together as one instrument on the basis that references in the 2017 Debenture to "**this deed**" or "**this 2017 Debenture**" and other similar expressions will be deemed to be references to the 2017 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

No.	New Chargors	Registered Number
1.	14 Curzon Street 1 Limited	07467580
2.	14 Curzon Street 2 Limited	10113647
3.	Snap London Limited (formerly known as Big Eyes Communications Limited)	08696178
4.	Chime Communications Limited	01983857
5.	Chime Atlantic Limited (formerly known as Chime Finance Limited)	09809986
6.	Chime Limited	02370011
7.	Corporate Citizenship Limited	03313879
8.	CSM Sport and Entertainment Holdings Limited	07795755
9.	CSM Sport and Entertainment International Limited	08268316
10.	CSM Sport and Entertainment LLP	OC368517
11.	Earth Works Digital Limited	07916761
12.	Facts International Limited	06064157
13.	F I L Market Research Limited	03224959
14.	Good Relations Limited	00697060
15.	Good Relations Property Limited	02427911
16.	Harvard Public Relations Limited	01635226
17.	Harvey Walsh Limited	04575510
18.	Heresy IMS Group Limited	02899318
19.	Icon Beta Limited	03865001
20.	Inevidence Limited (formerly known as Insight Marketing & Communications Limited)	02597166
21.	Insight Public Relations Limited	03495750
22.	CSM Motorsports Limited (formerly known as JMI Motorsport Limited)	08709528
23.	OHC London Holdings Limited	07568978
24.	Open Health Communications LLP	OC360224
25.	Opinion Leader Research Limited	2665055
26.	People Marketing UK Limited	08330097
27.	pH Associates Limited	03832368
28.	Pure Media Group Limited	04365511
29.	Reynolds-Mackenzie Limited	05249856
30.	Succinct Communications Limited	03849470
31.	Teamspirit Limited	03042867
32.	VCCP Group LLP	OC370529
33.	VCCP Holdings Limited	07873955
34.	VCCP Overseas Limited	08268313
35.	WARL Group Limited	04351772

SCHEDULE 2

Properties

Registered Land

Chargor	County District London Borough)	and (or	Address description	or	Freehold Leasehold	or	Title No.
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None

Unregistered Land

Chargor	County and District (or London Borough)	Address description	or	Freehold Leasehold	or
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None

Shares

Name of Chargor which holds the Shares	Name of company issuing Shares
14 Curzon Street 1 Limited	14 Curzon Street 2 Limited (10113647)
14 Curzon Street 2 Limited	Open Health Communications LLP (OC360224) – (91%)
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) CSM Motorsports Limited (8709528) ABC Sports Management Limited (5875498) People Marketing UK Limited (8330097) CSM Sport and Entertainment Holdings Limited (7795755) 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) Snap London Limited (8696178) 14 Curzon Street 1 Limited (7467580) Insight Public Relations Limited (3495750) Pure Media Group Limited (4365511) (40%) Chime Atlantic 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 France Limited (07877230)
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	Inevidence Limited (2597166)
Teamspirit Limited	Teamspirit Brand Limited (6905470) Teamspirit Corporate & Business Limited (05614962)
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)
Open Health Communications LLP	OHC London Holdings Limited (07568978) Open VP Holdings Limited (07913835)
OHC London Holdings Limited	pH Associates Limited (03832368) Earth Works Digital Limited (07916761) Reynolds-Mackenzie Limited (05249856) Succinct Communications Limited (3849470)

Name of Chargor which holds the Shares	Name of company issuing Shares
	Harvey Walsh Limited (04575510) LEC Communications Ltd (03140767) Choice Healthcare Solutions Limited (04072985) Liberum Independent Medical Education Limited (10276499) OHC US Holdings Limited (09910114)

Investments

None

Intellectual Property

Patent and Patent Applications

Name of Chargor	Territory	Description	Patent No. / Application No.	Date of Registration/ Application
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None

Trade Marks and Trade Mark Applications

Name of Chargor	Territory	Trade Marks	Class No.	Registration No./ Application No.	Date of Registration/ Application
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None

Registered Designs and Applications for Registered Designs

Name of Chargor	Territory	Design	Patent No. / Application No.	Date of Registration/ Application
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None

Copyright Works and Unregistered Designs

Name of Chargor	Description	Date of Creation	Author
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None

Other Intellectual Property of the Chargor

None

Intellectual Property Licences

Name of Chargor	Description of Intellectual Property Licences	Licensor	Date of Licence	Duration of Licence
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None

Bank Accounts

Name of New Chargor	Name of the institution at which account is held	Account Number	Sort Code
Snap London Limited	RBS	[REDACTED]	560027
Chime Communications Limited	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
Chime Atlantic Limited	RBS	[REDACTED]	560027
Corporate Citizenship Limited	RBS	[REDACTED]	603003
CSM Sport & Entertainment LLP	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	606008
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027

Name of New Chargor	Name of the institution at which account is held	Account Number	Sort Code
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
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	RBS	[REDACTED]	560027
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	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027

Name of New Chargor	Name of the institution at which account is held	Account Number	Sort Code
	RBS	[REDACTED]	560027
Facts International Limited	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
F I L Market Research Limited	RBS	[REDACTED]	560027
Good Relations Limited	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
Good Relations Property Limited	RBS	[REDACTED]	560027
Harvard Public Relations Limited	RBS	[REDACTED]	601811
Heresy IMS Group Limited	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
Icon Beta Limited	RBS	[REDACTED]	560027
Inevidence Limited Limited	RBS	[REDACTED]	010541
CSM Motorsports Limited	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
Opinion Leader Research Limited	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
Pure Media Group Limited	RBS	[REDACTED]	560027
Teamspirit Limited	RBS	[REDACTED]	502108
VCCP Group LLP	RBS	[REDACTED]	601811
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027

Name of New Chargor	Name of the institution at which account is held	Account Number	Sort Code
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
WARL Group Limited	RBS	[REDACTED]	560027
Open Health Communications LLP	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
OHC London Holdings Limited	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
Earth Works Digital Limited	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
Reynolds-Mackenzie Limited	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
	RBS	[REDACTED]	560027
Succinct Communications Limited	RBS	[REDACTED]	560027

Name of New Chargor	Name of the institution at which account is held	Account Number	Sort Code
	RBS	██████████	560027
	RBS	██████████	560027
	RBS	██████████	560027
	RBS	██████████████████	560027
	RBS	██████████████████	560027
Harvey Walsh Limited	RBS	██████████	560027
Chime Communications Limited	HSBC	██████████	401160
Chime Atlantic Limited	HSBC	██████████	401160
Succinct Communications Limited	HSBC	██████████	404325

Insurance Policies

Name of Chargor	Insurer	Policy Number	Type of Risk Insured
None			

SIGNATORIES TO SECURITY ACCESSION DEED

The New Chargors

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

)
)
)

Director

Witness' signature

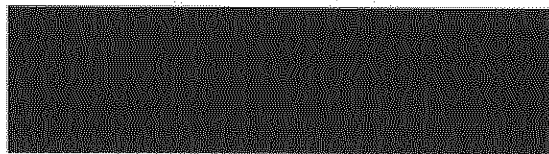
Witness' address

[Redacted signature and address area]

62 Buckingham Gate
London
SW1E 6AJ

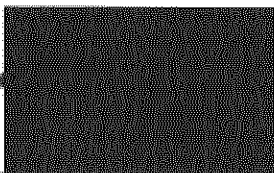
Executed as a deed by 14 Curzon
Street 2 Limited acting by.

)
)
)



Director

Witness' signature



Witness' address

62 Buckingham Gate
London
SW1E 6AJ

Executed as a deed by **Snap London**)
Limited acting by:)
)

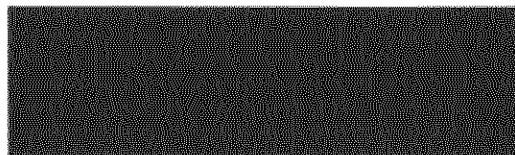
Director

Witness' sign

Witness' address

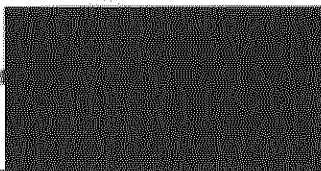
Executed as a deed by Chime
Communications Limited acting by:

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Director

Witness' signature

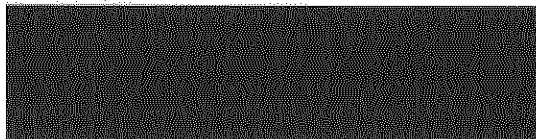


Witness' address

62 Buckingham Gate
London
SW1E 6AJ

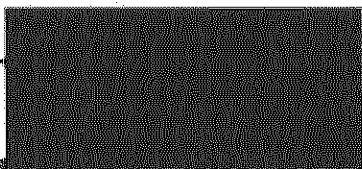
Executed as a deed by Chime
Atlantic Limited acting by.

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Director

Witness' signature

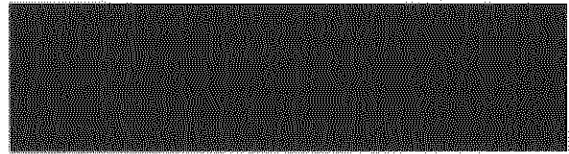


Witness' address

62 Buckingham Gate
London
SW1E 6AJ

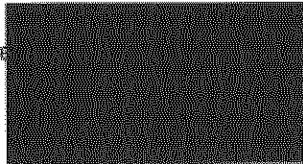
Executed as a deed by Chime
Limited acting by:

)
)
)



Director

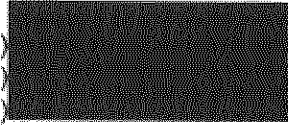
Witness' signature



Witness' address

62 Buckingham Gate
London
SW1E 6AJ

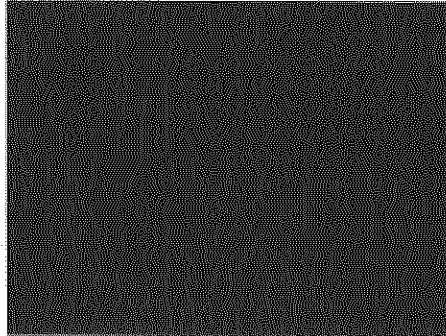
Executed as a deed by **Corporate
Citizenship Limited** acting by:



Director

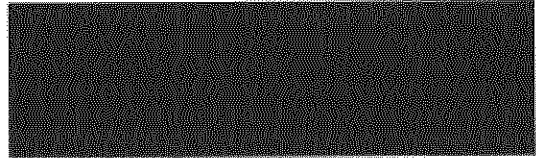
Witness' signature

Witness' address



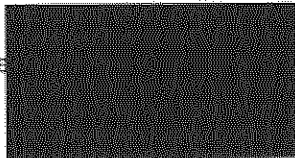
Executed as a deed by **CSM Sport
and Entertainment Holdings Limited**
acting by:

)
)
)



Director

Witness' signature

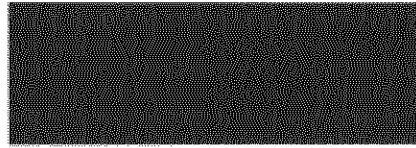


Witness' address

62 Buckingham Gate
London
SW1E 6AJ

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

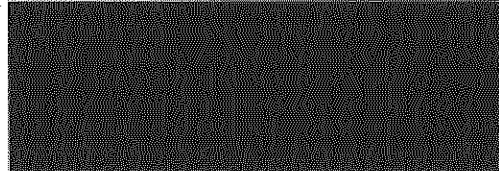
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MATTHEW JAMES VANDRAU

Director

Witness' signature



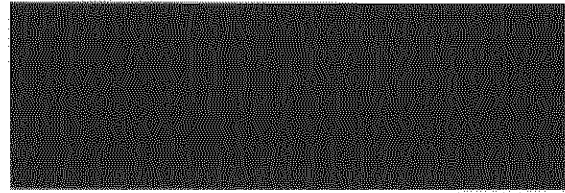
Witness' address

62 Buckingham Gate
London
SW1E 6AJ

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

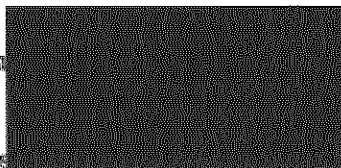
duly authorised by **CSM Sport and
Entertainment Holdings Limited** to
sign on its behalf as member of **CSM
Sport and Entertainment LLP** in the
presence of:

)
)
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)
)
)
)



On behalf of Member

Witness' signature

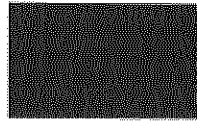


Witness' address

62 Buckingham Gate
London
SW1E 6AJ

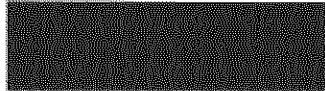
Executed as a deed by **Earth Works
Digital Limited** acting by:

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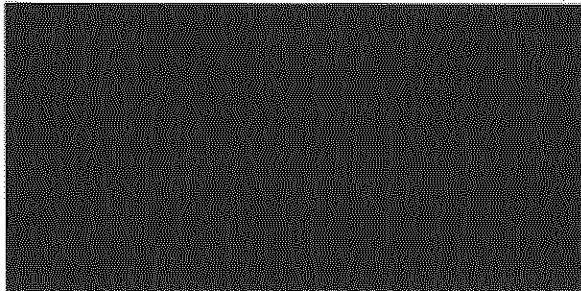


Director

Witness' signature



Witness' address



Executed as a deed by **Facts**
International Limited acting by:

)
)
)

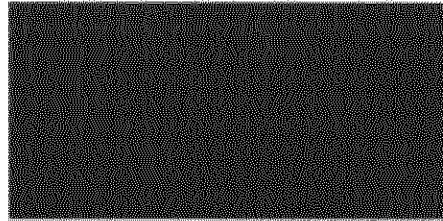
Director

Witness' signature

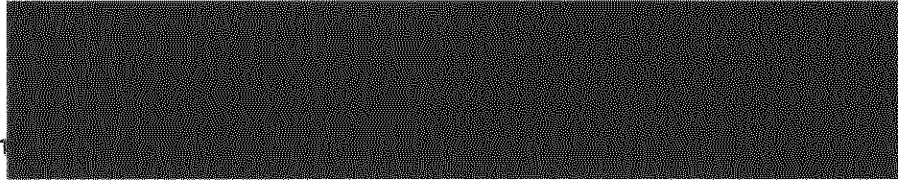
Witness' address

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

)
)
)

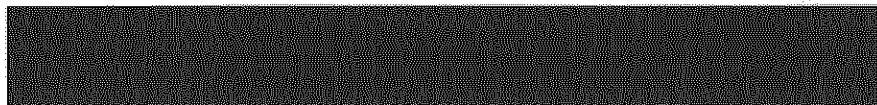


Director



Witness' sign

Witness' address



Executed as a deed by Good)
Relations Limited acting by:)
)

Director

Witness' signa

Witness' address

Executed as a deed by Good)
Relations Property Limited acting)
by:)

Director

Witness' signature

Witness' address

Executed as a deed by Harvard
Public Relations Limited acting by:

)
)
)

Director

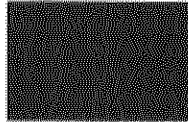
Witness' signature

)
)
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Witness' address

Executed as a deed by **Harvey Walsh
Limited** acting by:

)
)
)

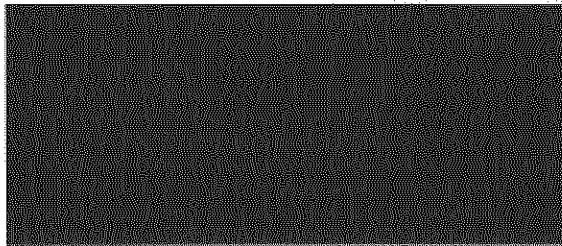


Director

Witness' signature



Witness' address



Executed as a deed by **Heresy IMS
Group Limited** acting by:

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)
)

Director

Witness' signature

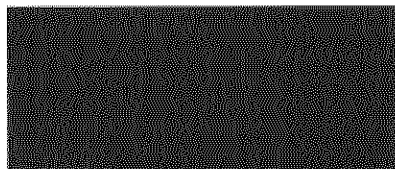
Witness' address

[Redacted signature and address area]

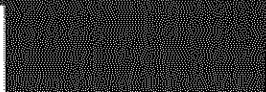
62 Buckingham Gate
London
SW1E 6AJ

Executed as a deed by Icon Beta)
Limited acting by:)
)

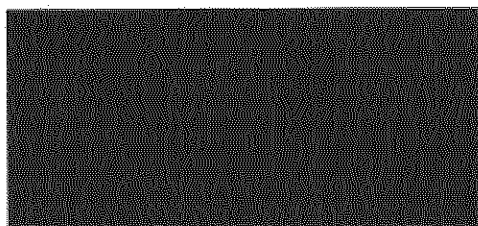
Director



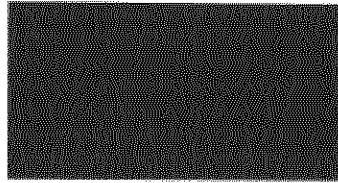
Witness' signature



Witness' address

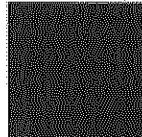


Executed as a deed by **Inevidence
Limited** acting by:

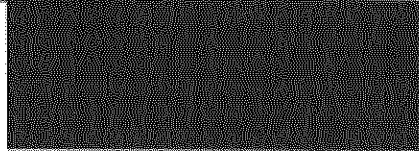


Director

Witness' signature




Witness' address



Executed as a deed by **Insight Public
Relations Limited** acting by:

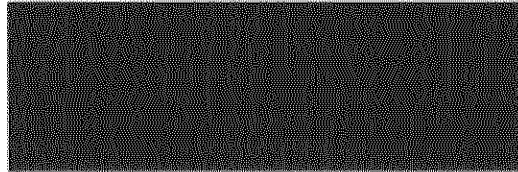
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)
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Director

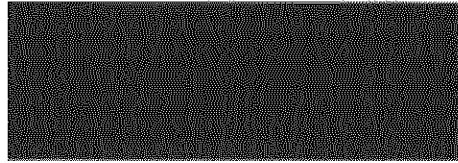
Witness' signature

Witness' address



62 Buckingham Gate
London
SW1E 6AJ

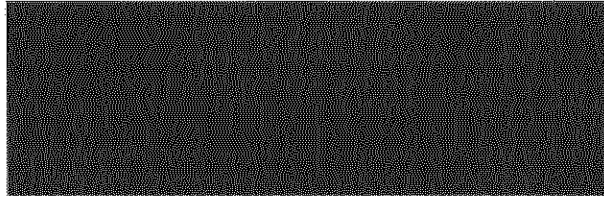
Executed as a deed by CSM
Motorsports Limited acting by:



Director

GREGORY JEN LAKE

Witness' signature

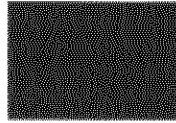


Witness' address

62 Buckingham Gate
London
SW1E 6AJ

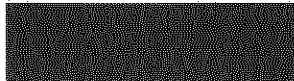
Executed as a deed by **OHC London**
Holdings Limited acting by:

)
)
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Director

Witness' signature

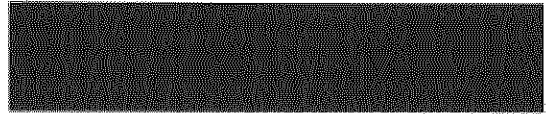


Witness' address



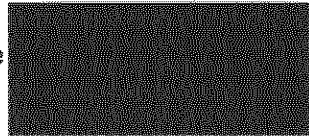
Executed as a deed by **Open Health
Communications LLP** acting by)

duly authorised by **14 Curzon Street 2
Limited** to sign on its behalf as a)
member of **Open Health**)
Communications LLP in the)
presence of:)



On behalf of Member

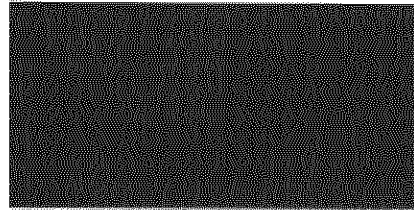
Witness' signature



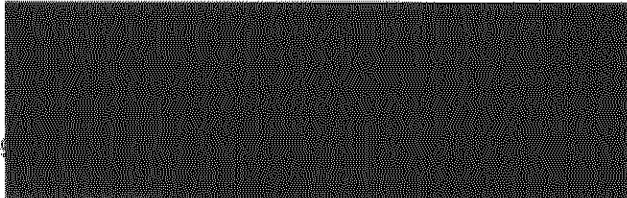
Witness' address

62 Buckingham Gate
London
SW1E 6AJ

Executed as a deed by **Opinion**)
Leader Research Limited acting by:)
)

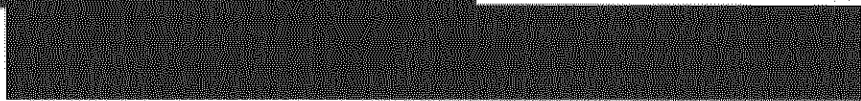


Director



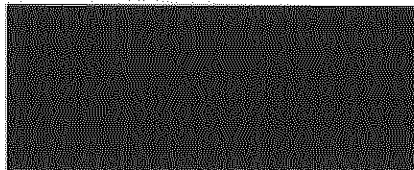
Witness' signature

Witness' address



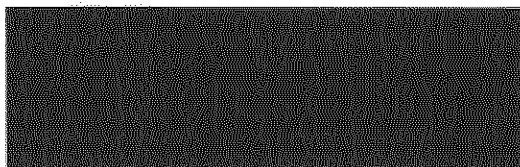
Executed as a deed by **People
Marketing UK Limited** acting by:

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)



Director **TOM GREGORY**

Witness' signature

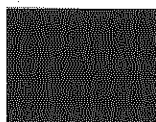


Witness' address

62 Buckingham Gate
London
SW1E 6AJ

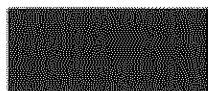
Executed as a deed by pH
Associates Limited acting by:

)
)
)

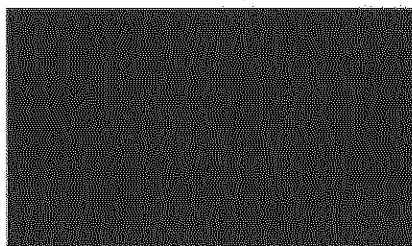


Director

Witness' signature



Witness' address



Executed as a deed by Pure Media
Group Limited acting by:

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Director

Witness' signature

Witness' address

[REDACTED]

Executed as a deed by Reynolds-
Mackenzie Limited acting by:

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Director

Witness' signature

Witness' address

Executed as a deed by Succinct
Communications Limited acting by:

)
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)

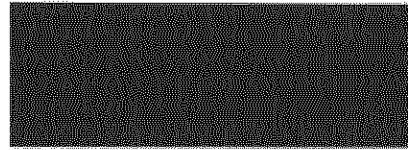
Director

Witness' signature

Witness' address

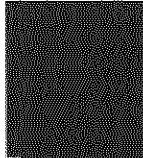
Executed as a deed by Teamspirit
Limited acting by

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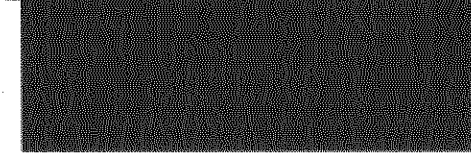


Director

Witness' signature



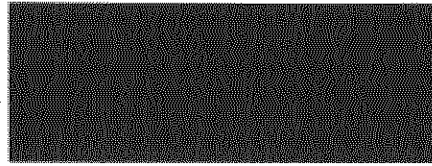
Witness' address



Executed as a deed by VCCP Group
LLP acting by

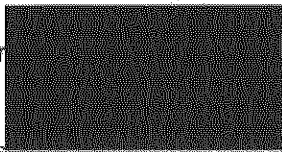
duly authorised by VCCP Holdings
Limited to sign on its behalf as
member of VCCP Group LLP in the
presence of:

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On behalf of Member

Witness' signature

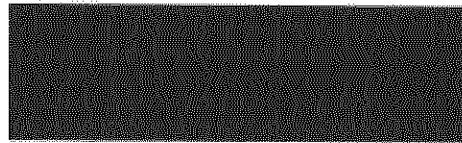


Witness' address

62 Buckingham Gate
London
SW1E 6AJ

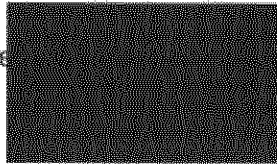
Executed as a deed by VCCP
Holdings Limited acting by:

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)
)



Director

Witness' signature

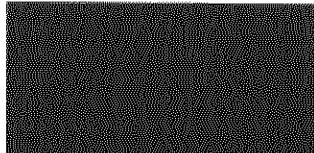


Witness' address

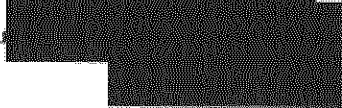
62 Buckingham Gate
London
SW1E 6AJ

Executed as a deed by **VCCP**)
Overseas Limited acting by:)
)

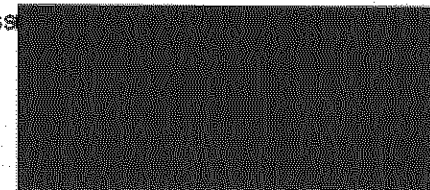
Director



Witness' signature



Witness' address



Executed as a deed by WARL Group)
Limited acting by:)
)

Director

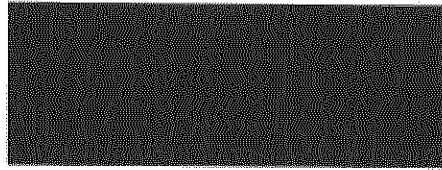
Witness' signature

Witness' address

The Parent

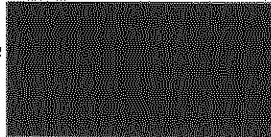
Executed as a deed by **Chime Group
Limited** acting by:

)
)
)



Director

Witness' signature

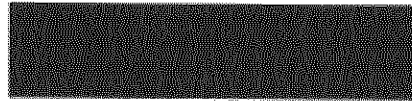


Witness' address

62 Buckingham Gate
London
SW1E 6AJ

The Security Agent

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



[Faint, illegible text, possibly a signature or stamp]