



Registration of a Charge

Company name: **2020 C LIMITED**

Company number: **12449239**

Received for Electronic Filing: **16/03/2020**



X90XRJGB

Details of Charge

Date of creation: **02/03/2020**

Charge code: **1244 9239 0003**

Persons entitled: **TRISTAN NICHOLAS RAMUS**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

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

Certified by:

CHRISTOPHER KING



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12449239

Charge code: 1244 9239 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd March 2020 and created by 2020 C LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th March 2020 .

Given at Companies House, Cardiff on 17th March 2020

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**

We certify that this document
is a true copy of the original

[Signature] 12.03.2020
Hemingways Solicitors Limited
11 Westbourne Road
Sheffield S10 2QQ

DATED 2 March 2020

(1) THE SEVERAL COMPANIES LISTED IN SCHEDULE 1

- and -

(2) TRISTAN NICHOLAS RAMUS (AS SECURITY
TRUSTEE)

COMPOSITE GUARANTEE AND DEBENTURE

Subject to the terms of the Intercreditor Deed (defined herein)

Hemingways Solicitors Limited
11 Westbourne Road
Sheffield S10 2QQ
0114 266 8118

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THIS COMPOSITE GUARANTEE AND DEBENTURE is made on 2 March 2020

BETWEEN:

- (1) THE COMPANIES WHOSE NAMES ARE SET OUT IN SCHEDULE 1 (each a "Charging Company" and together, the "Charging Companies"); and
- (2) TRISTAN NICHOLAS RAMUS c/o 10 Old Bailey, London EC4M 7NG (acting as security trustee) (the "Security Trustee").

IT IS AGREED as follows:

1. Interpretation

1.1 In this deed:

- "Default Rate"** has the meaning given to it in the Facility Agreement;
- "Encumbrance"** means any mortgage, charge, pledge, lien, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security;
- "Event of Default"** means:
- (a) a Charging Company fails to pay all or any of the Secured Liabilities following a demand for payment by a Lender made in accordance with the terms of the Facility Agreement;
 - (b) any step is taken (including the making of a petition or an application or the giving of any notice) by a Charging Company or by any other person to appoint a Receiver;
 - (c) any step is taking (including the making of an application or the giving of any notice) by a Charging Company or by any other person to wind up or dissolve a Charging Company or to appoint a liquidator, trustee, manager or receiver, administrative receiver or similar office of a Charging Company or any part of any Charging Company's undertaking or assets;
 - (d) the making of a request by a Charging Company for the appointment of a Receiver;
 - (e) any equivalent procedure or step to those listed in (b) to (d) above is taken under the laws of any relevant jurisdiction;
- "Fixtures"** means, in relation to any Mortgaged Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon, but excluding any tenants' trade fixtures and fittings;
- "Facility Agreement"** means loan agreement dated on or about the date of this deed between (1) the Lenders and (2) Twenty20 Capital Holdings Limited (being one of the Charging Companies);

"Guarantee"	means the guarantee contained in clause 2 as extended by Schedule 3 hereto;
"Intercreditor Deed"	means the intercreditor deed dated on or around the date of this deed and made between (1) Close Invoice Finance Limited (as ID Provider), (2) Close Brothers Limited (as ID Security Agent), (3) the persons and entities listed in part 1 of schedule 1 thereto (as Deferred Lenders) (4) the Lenders (as Junior Lenders), (5) Twenty20 Capital Holdings Limited (as Parent) and (5) the companies listed in schedule 2 thereto, (being the Companies);
"Lenders"	has the meaning given to that expression in the Facility Agreement;
"Mortgaged Property"	means any freehold or leasehold property which is the subject of any security created by this deed;
"Permitted Encumbrance"	means: (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission Charging Company; (b) any security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a Charging Company in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any Charging Company; (c) the ID Securities as defined in the Intercreditor Deed; (d) the Deferred Securities as defined in the Intercreditor Deed; and (e) any security granted in favour of the Security Trustee and/or the Lenders.
"Receiver"	means a receiver and manager, a receiver or an administrative receiver, being in any case appointed under this deed;
"Secured Liabilities"	means all present and future liabilities and obligations of any of the Charging Companies to the Security Trustee, the Lenders and any Receiver under or pursuant to the Facility Agreement and this deed, whether actual, contingent, sole, joint and/or several or in any other capacity whatsoever;
"Security Assets"	means all assets of any of the Charging Companies which are the subject of any security created by this deed; and
"Security Period"	means the period beginning on the date of this deed and ending on the date upon which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged or the security created by this deed has been unconditionally and irrevocably released and discharged.

1.2 Any reference in this deed to:

- 1.2.1 "assets" includes properties, rights and revenues (in each case, present and future) of every description;
- 1.2.2 a clause or a schedule is, subject to any contrary intention, a reference to a clause or a schedule to this deed;
- 1.2.3 a "person" shall be construed as a reference to any individual, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of any two or more of the aforesaid;
- 1.2.4 "this deed" shall be construed as a reference to this deed as the same may have been, or may from time to time be, amended, varied, novated or supplemented;
- 1.2.5 a statute or statutory provision shall be construed as a reference to such statute or statutory provision as amended, re-enacted or replaced from time to time;
- 1.2.6 a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental body, agency, department or regulatory, self-regulatory or other authority or organisation;
- 1.2.7 "tax" shall be construed so as to include any tax, levy, impost, duty, deduction, withholding or other charge of whatever nature (present or future) levied by or on behalf of any local, municipal, governmental, state, federal or other fiscal, revenue, customs or excise agency, authority, body or official (including, without limitation, any penalty or interest payable in connection therewith or with respect thereto), and "taxes" shall be construed accordingly;
- 1.2.8 the expressions "Security Trustee", "Lender" and "Charging Company" include, where the context admits, their respective successors and, in the case of the Security Trustee, its transferees and assignees, whether immediate or derivative;
- 1.2.9 the expressions "herein", "hereof", "hereunder" and similar expressions shall be construed as references to the debenture as a whole and shall not be limited to the particular clause or provision in which the relevant expression appears; and
- 1.2.10 an Event of Default is "continuing" if it has not been remedied or waived.
- 1.3 The terms of any side letters between the Security Trustee and any of the Charging Companies in relation to this deed or the Secured Liabilities or the Security Assets are incorporated in this deed to the extent (if any) required to ensure that any purported disposition of the Mortgaged Property contained in this deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.4 Any right, power or determination which may be exercised or made by the Security Trustee hereunder may be exercised or made in its absolute and unfettered discretion without any obligation to give any reason therefor.
- 1.5 The covenants and undertakings in this deed shall remain in force during the Security Period.
- 1.6 The clause and schedule headings in and the index to this debenture are for ease of reference only and shall not affect construction.
- 1.7 The Security Trustee holds the security created in its favour by the Charging Companies under this deed as security trustee for the Lenders.
- 1.8 The terms of this deed are subject to the terms of the Intercreditor Deed.

- 1.9 It is intended that this deed takes effect as a deed notwithstanding the fact that the Security Trustee only executes it under hand.

2. Guarantee

- 2.1 Each Charging Company hereby irrevocably and unconditionally jointly and severally guarantees to pay to the Security Trustee on demand all monies and liabilities which are now or at any time hereafter shall become due, owing or incurred by any of the Charging Companies to or in favour of any of the Lenders.

- 2.2 The Guarantee is given subject to and with the benefit of the provisions set out in Schedule 3 hereto.

3. Covenant to pay

- 3.1 Each Charging Company hereby covenants with the Security Trustee that it will on demand in writing pay or otherwise discharge the Secured Liabilities when due.

- 3.2 All amounts to be paid by any of the Charging Companies in respect of the Secured Liabilities shall be made without any set-off, counterclaim or deduction and free and clear of and without deduction or withholding in respect of or on account of any taxes, except to the extent that any of the Charging Companies is required by law to make payment subject to any such deduction or withholding. All taxes required by law to be deducted or withheld by any of the Charging Companies from any amounts paid or payable in respect of the Secured Liabilities shall be paid by the relevant Charging Company when due and the relevant Charging Company shall, within 14 days of the payment being made, deliver to the relevant Lender evidence satisfactory to the Security Trustee (including all relevant tax receipts) that the payment has been duly remitted to the appropriate authority.

4. Charges

- 4.1 Each Charging Company as security for the payment and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as security trustee for the Lenders):

- 4.1.1 by way of legal mortgage, all estates or interests in any freehold or leasehold property described in Schedule 2;

- 4.1.2 by way of fixed charge:

- (a) (to the extent not effectively mortgaged pursuant to clause 4.1.1) all present and future estates or interests in any freehold or leasehold property (wherever situate) belonging to it;
- (b) all plant, machinery, equipment and computers (and all related spare parts, replacements and additions) (together, "Plant and Equipment") now or in the future owned by any of the Charging Companies and its right, title and interest in and to any Plant and Equipment in its possession but excluding any Plant and Equipment for the time being forming part of the any of the Charging Companies' stock-in-trade or work-in-progress;
- (c) its present and future right, title and interest in and to all stocks, shares, debentures, bonds or other securities (together, "Charged Shares");
- (d) its present and future right, title and interest in and to all stocks, shares, warrants, rights, benefits, entitlements, money and any other assets (including, without limitation, any credits, rebates or refunds in respect of any taxes imposed from time to time) accruing, offered, issued, arising from or attaching to the Charged Shares or any of them and whether by way of redemption, purchase, exchange, bonus, preference, option, substitution, conversion, consolidation, sub-division, dividend, other distribution, interest

or otherwise howsoever (together with the Charged Shares, "Charged Securities");

- (e) all book and other debts and revenues and all rent and other amounts due from occupational tenants of the Mortgaged Property from time to time due, owing, payable or incurred to it (together, "Book and Other Debts") and the benefit of all rights, securities, indemnities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation thereto (including, without limitation, bills of exchange, promissory notes, negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendor's liens and all similar and associated rights);
- (f) all monies for the time being and from time to time standing to the credit of each of its accounts with any person and the debt or debts represented thereby;
- (g) its present and future goodwill and uncalled capital;
- (h) the benefit of all present and future licences, permits, consents and authorisations (statutory or otherwise) held in connection with its business or the use or exploitation of any of the other Security Assets and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
- (i) all licences, patents, copyrights, rights in the nature of copyright, trade marks, service marks, design rights, designs, computer software, trade secrets, know-how, brand and trade names and rights in confidential information now or at any time belonging to it (in each case, whether registered or not and including all goodwill associated therewith and all applications for any of the aforesaid) (together, "Intellectual Property Rights");
- (j) all of its rights and interests in all contracts and policies of insurance and assurance (of whatever nature) which are from time to time taken out or effected, all claims and all returns of premiums in respect thereof;
- (k) all vehicles now or in the future belonging to any of the Charging Companies and all vehicles now or in the future hired, leased or rented by any of the Charging Companies to any other person subject to and with the benefit of (in each case) the relevant hiring, leasing or rental agreement and any guarantee, indemnity or other security for the performance of any liabilities or obligations of any person under or in respect of such agreement;
- (l) any beneficial interest, right, claim or entitlement of any of the Charging Companies in any pension fund;
- (m) all amounts realised upon the enforcement or execution of any order of the court under sections 238, 239 or 244 of the Insolvency Act 1986;

4.1.3 by way of floating charge (unless and until crystallised into a fixed charge pursuant to clauses 4.3 or 4.4 or by operation of law), all its undertaking and assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by clause 4.1.1 or 4.1.2.

4.2 Without prejudice to the provisions of clause 24, each Charging Company hereby covenants with the Security Trustee that, upon the occurrence of an Event of Default which is continuing but subject always to the Intercreditor Deed, it shall on the Security Trustee's written demand execute and deliver a legal assignment (in form and substance required by the Security Trustee) of all or any part of the titles, interests, property, assets, agreements, rights, remedies and claims subject to a fixed mortgage or charge hereunder.

- 4.3 The Security Trustee may by notice to any of the Charging Companies crystallise any of the floating charges hereby created into a fixed charge at any time:
- 4.3.1 as regards any assets specified in the notice which the Security Trustee shall consider to be in danger of being seized or sold under any form of distress, attachment, diligence, execution or other legal process or to be otherwise in jeopardy; or
 - 4.3.2 after the occurrence of an Event of Default which is continuing.
- 4.4 The floating charges hereby created shall automatically crystallise into fixed charges upon any Encumbrance being created over any of the undertaking or assets referred to in clause 4.1.3 in favour of any person (other than the Security Trustee or any charge holder referred to in the Intercreditor Deed) without the prior written consent of the Security Trustee.
- 4.5 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created under this deed.
- 4.6 Any reference herein to a mortgage or charge of any freehold or leasehold property includes:
- 4.6.1 all buildings, erections and Fixtures on that property; and
 - 4.6.2 the benefit of all covenants for title given or entered into by any predecessor in title of any of the Charging Companies in respect of that property or any part thereof or any money paid or payable in respect of any such covenant.
- 4.7 Any reference herein to a mortgage or charge of any of the Security Assets includes the proceeds of sale or other realisation of that Security Asset.
- 5. Continuance of security**
- 5.1 The security constituted by this deed shall be continuing and not satisfied by any intermediate payment or discharge of the whole or any part of any of the Secured Liabilities but shall secure the ultimate balance of each of the Secured Liabilities.
- 5.2 The security hereby constituted shall be in addition to and without prejudice to and shall not merge with or be affected by any other Encumbrance now or hereafter held by any of the Security Trustee for all or any of the Secured Liabilities.
- 5.3 Upon proof being given to the satisfaction of the Security Trustee that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full, the Security Trustee shall at the request and cost of the Charging Companies execute and do all such deeds, acts and things as may be necessary to release the Security Assets or such part thereof as may remain subject to the mortgages, charges or assignments created hereby or pursuant hereto from the security hereby constituted.
- 6. Representations and warranties**
- 6.1 Each Charging Company represents and warrants to the Security Trustee that:
- 6.1.1 it is a limited liability company duly incorporated under the laws of its original jurisdiction with power to enter into, deliver and perform this debenture and has taken all necessary action to authorise the entry into, delivery and performance of this deed;
 - 6.1.2 the entry into, delivery and performance of this deed do not and will not contravene any applicable law, regulation or judicial or official order to which any of the Charging Companies is subject, its constitutional documents or any other agreement, document or instrument binding on any of the Charging Companies or any of its

assets;

- 6.1.3 subject to the general principles of law and equity affecting the rights of creditors and the limitation of enforcements of laws relating to insolvency, liquidation, administration and reorganisation, the obligations expressed to be assumed by each Charging Company herein are its legal, valid, enforceable and binding obligations;
 - 6.1.4 all necessary authorisations, consents, licences and approvals required in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, this deed have been duly obtained and are in full force and effect; and
 - 6.1.5 it is the legal and beneficial owner of the Mortgaged Property, which is free from any Encumbrance (other than any Permitted Encumbrance).
- 6.2 The representations and warranties set out in clause 6.1 are made by each Charging Company on the date hereof and are deemed to be repeated by each Charging Company on each day during the Security Period with reference to the facts and circumstances then existing.

7. Restrictions on dealing

- 7.1 No Charging Company shall without the prior written consent of the Security Trustee (save as permitted by the terms of the Intercreditor Deed):
- 7.1.1 create or permit to subsist any Encumbrance over all or any of the Security Assets (other than any Permitted Encumbrance); or
 - 7.1.2 whether in a single transaction or in a number of transactions (related or not), sell, assign, transfer, lease, lend, otherwise dispose of or grant any option over all or any part of the Security Assets or any interest therein except for (a) disposals of assets subject to the floating charge hereunder in the ordinary course of its business; (b) disposals of assets in exchange for other assets comparable or superior as to type, value and quality; (c) disposals of obsolete or redundant vehicles, plant and equipment; (d) disposals constituted by a licence of Intellectual Property Rights; and (e) arising as a result of any Permitted Encumbrance.

8. Charged securities

- 8.1 Subject to the terms of the Intercreditor Deed, with reference to the Charged Securities each Charging Company covenants and agrees with the Security Trustee:
- 8.1.1 to lodge with the Security Trustee all documents received by it in relation to any of the Charged Securities;
 - 8.1.2 neither the Security Trustee nor its nominees shall be liable in respect of any calls, demands, instalments, liabilities or otherwise in connection with any Charged Securities (all of which shall be punctually paid by the relevant Charging Company) nor shall they be liable (save in the case of gross negligence or wilful default) for any loss occasioned by any exercise or non-exercise of rights attached to any Charged Securities or by any failure to forward or report to the relevant Charging Company any notice or other communication received in respect of them;
 - 8.1.3 that the Security Trustee shall have a power of sale over any Charged Securities which shall be exercisable at any time whilst an Event of Default is continuing and that any dividends, interest or other payments which may be received or receivable by the Security Trustee or by any nominee in respect of any Charged Securities may be applied, whilst such Event of Default is continuing, as though they were proceeds of sale and that the Security Trustee is hereby authorised to give a good discharge for any moneys received in respect of any Charged Securities at any time following such demand.

- 8.2 Provided that any exercise of the rights referred to in (i) below shall not in the opinion of the Security Trustee jeopardise or be likely to jeopardise the security hereby constituted, until the occurrence of an Event of Default which is continuing or until the Security Trustee shall take any steps to enforce this security the Charging Companies while remaining the registered owner of any Charged Securities (i) shall continue to be entitled to exercise all voting rights attaching thereto as beneficial owner and, subject as provided aforesaid, the Security Trustee or its nominees shall exercise the voting rights attaching to any Charged Securities which shall be registered in the name of the Security Trustee or (as the case may be) its nominees in accordance with any directions in writing from time to time received from the Charging Companies while beneficial owner thereof or, in the absence of any such written directions, shall refrain from exercising any such voting rights and (ii) shall be entitled to dividends on or in respect of the Charged Shares.

9. Intellectual property rights

In respect of all Intellectual Property Rights each Charging Company shall do all acts necessary for keeping in force and maintaining the same and for restoring the same if they have at any time become void and, in particular, pay all fees, taxes and similar sums necessary for that purpose before the same become due and produce to the Security Trustee on demand the receipts for the payment thereof, save in each case where breach of this clause 8 does not or is not reasonably likely to have a material and adverse effect on the interests of the Security Trustee hereunder.

10. Plant, equipment and vehicles

- 10.1 In respect of all Plant and Equipment and all vehicles subject to a fixed charge created by it hereunder, each Charging Company shall:

- 10.1.1 use, operate, maintain and control the same in a careful and proper manner and in accordance with all licences, agreements, manufacturer's recommendations (as originally drafted or as amended from time to time), laws and regulations relating to the use, operation, maintenance and control thereof and neither use nor knowingly permit any of the same to be used for any unlawful purpose and ensure that any replacement or substitute parts are in good repair and working order;
- 10.1.2 keep the same in good and substantial repair and condition and good working order and not do or omit to do anything which could reasonably be expected to result in any of the same or any part thereof being confiscated, seized, requisitioned, taken in execution, impounded or otherwise taken out of any of the Charging Companies' control;
- 10.1.3 if it has not already done so, in the case of any Plant and Equipment located on leasehold premises, obtain evidence in writing from any lessor of any such premises that it waives absolutely all and any rights it may have now or at any time in the future over any of such Plant and Equipment.

11. Maintenance of Property

- 11.1 Subject to the terms of the Intercreditor Deed, each Charging Company hereby covenants and agrees with the Security Trustee (on behalf of the Lenders):

- 11.1.1 to keep the exterior and the interior of all buildings and erections for the time being the subject of this security in good and substantial repair and condition and adequately and properly painted and decorated and to keep the Fixtures in a good state of repair and in good working order and condition, provided that, where any person is obliged to any of the Charging Companies to do any of the aforesaid, such obligation shall be satisfied by the relevant Charging Company procuring such obligation to be satisfied;
- 11.1.2 to insure and keep insured the Mortgaged Property and all other Security Assets of

an insurable nature (together, "Insured Assets") with reputable insurers and in respect of all risks usually insured against by prudent companies in the same or similar business as the relevant Charging Company (all such insurances to be in amount and in form acceptable to the Security Trustee);

- 11.1.3 to apply all moneys which may now or at any time hereafter be received or receivable under any insurance in respect of the Insured Assets (whether or not effected pursuant to clause 11.1.2) in replacing, restoring or reinstating the Insured Assets destroyed or damaged or (after lawful demand by the Security Trustee for payment or repayment of any of the Secured Liabilities) in accordance with clause 16;
- 11.1.4 punctually to pay or procure the payment of all premiums and other amounts and to do all other things necessary for keeping such aforesaid insurances and assurances in force and on written demand to produce to the Security Trustee copies of the policies or contracts of such insurances and assurances and the receipts for the payment of every such premium and other amount;
- 11.1.5 to notify the Security Trustee in writing forthwith upon the acquisition or purchase by any of the Charging Companies from time to time of any freehold or leasehold property and, on demand made to any of the Charging Companies by the Security Trustee and at the cost of the relevant Charging Company, to execute and deliver to the Security Trustee a legal mortgage in favour of the Security Trustee of any freehold and leasehold property which becomes vested in it after the execution hereof to secure the payment and discharge of the Secured Liabilities in such form as the Security Trustee may require. In the case of any leasehold property in relation to which the consent of the landlord in whom the reversion of that lease is vested is required in order for the Charging Companies to perform any of the foregoing obligations, the Charging Companies shall not be required to perform that particular obligation unless and until it has obtained the landlord's consent (which it shall use all reasonable endeavours to do at its expense);
- 11.1.6 in respect of any freehold or leasehold property which is hereafter acquired by the Charging Companies the title to which is registered at H.M. Land Registry or the title to which is required to be so registered, to give such Registry written notice of this deed and to procure that notice of this deed is duly noted in the Register to each such title;
- 11.1.7 to indemnify the Security Trustee against any loss or liability which the Security Trustee incurs as a consequence of the occurrence of any Event of Default.

12. Power to remedy

In case of default by any of the Charging Companies (a) in repairing or keeping in repair or insuring the Security Assets or any part thereof or (b) in observing or performing any of the covenants or stipulations affecting the same or (c) (without prejudice to the generality of the aforesaid) in reinstating or rebuilding any building or erection on the Mortgaged Property within 12 months of the date of the relevant damage or destruction occurring, the Charging Companies will permit the Security Trustee, his agents and contractors to enter on and view the state and condition of the relevant Security Assets (without becoming liable as mortgagee in possession) and to comply with or object to any notice, direction or other matter served on the Charging Companies in respect of the Security Assets and to effect such repairs or insurance or generally do such things or pay all such costs, charges and expenses as the Security Trustee may consider necessary or desirable to prevent or remedy any such default.

13. When security becomes enforceable

The security hereby conferred shall become immediately enforceable and the power of sale and other powers conferred by section 101 of the Law of Property Act, 1925, as varied or amended by this deed, shall be immediately exercisable at any time during such period as an Event of Default is continuing. After this security has become enforceable, the Security Trustee

may enforce all or any part of this security in such manner as it sees fit (subject to the terms of the Intercreditor Deed).

14. Enforcement of security

For the purposes of all powers implied by statute, the Secured Liabilities shall be deemed to have become due and payable on the date hereof and sections 93 and 103 of the Law of Property Act, 1925 shall not apply to this security. The statutory powers of leasing conferred on the Security Trustee shall be extended so as to authorise the Security Trustee to lease, make or grant agreements for leases, surrender or accept surrenders of leases and grant options as the Security Trustee shall think fit and without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act, 1925.

15. Receiver

15.1 At any time after this security becomes enforceable, the Security Trustee may without further notice appoint under seal or in writing under its hand any one or more qualified persons to be a Receiver of all or any part of the Security Assets in like manner in every respect as if the Security Trustee had become entitled under the Law of Property Act, 1925 to exercise the power of sale conferred under that Act. In this deed, "qualified person" means a person who, under the Insolvency Act 1986, is qualified to act as a receiver of the assets of any company with respect to which he is appointed or (as the case may require) an administrative receiver of any such company.

15.2 Every Receiver shall have and be entitled to exercise all powers, rights and discretions conferred by the Law of Property Act, 1925 as if such Receiver had been duly appointed under that Act. A Receiver who is an administrative receiver of any of the Charging Companies shall have all the powers, rights and discretions of an administrative receiver under the Insolvency Act 1986. In particular by way of addition to but without limiting any of the statutory powers aforesaid, every Receiver shall have power to do the following things:

15.2.1 take immediate possession of, get in and collect the Security Assets or any part thereof;

15.2.2 carry on, manage, develop, reconstruct or diversify the business of any of the Charging Companies as he may think fit;

15.2.3 make and effect all repairs, maintenance, refurbishments, alterations, renewals, additions and insurances and do all other acts which the Charging Companies might do in the ordinary course of its business as well for the protection as for the improvement of the Security Assets and to commence and/or complete any building operations on and to manage the Mortgaged Property and to apply for and maintain any planning permissions, building regulation approvals and any other permissions, consents or licences, in each case as he may in his absolute and unfettered discretion think fit;

15.2.4 appoint and discharge managers, officers, agents, accountants, lawyers, employees, contractors and others for the purposes hereof upon such terms as to remuneration or otherwise as he may think fit and to discharge any such persons appointed by any of the Charging Companies;

15.2.5 for the purpose of exercising any of the powers, rights and discretions conferred on him by or pursuant to this debenture and/or of defraying any costs, charges, losses or expenses (including his remuneration) which shall be incurred by him in the exercise thereof or for any other purpose, to raise and borrow money either unsecured or on the security of the Security Assets or any part thereof in priority to, *pari passu* with or subsequent to the security constituted by this debenture or otherwise and generally on such terms and conditions as he may think fit and no person lending such money shall be concerned to enquire as to the propriety or purpose of the exercise of such power or to see to the application of any money so

raised or borrowed;

- 15.2.6 sell, exchange, convert into money and realise all or any part of the Security Assets by public auction or private contract and generally in such manner and on such terms as he shall think fit. Without prejudice to the generality of the foregoing, he may do any of these things for a consideration consisting of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he may think fit. Fixtures may be severed and sold separately from the property containing them without the consent of the Charging Companies;
 - 15.2.7 let or lease all or any part of the Security Assets for such term and at such rent (with or without a premium) as he may think fit and vary, waive, terminate, assign or accept a surrender of any lease or tenancy thereof (or agree to any of the aforesaid) on such terms as he may think fit (including the payment of money to a lessee or tenant);
 - 15.2.8 settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of any of the Charging Companies or relating in any way to the Security Assets or any part thereof;
 - 15.2.9 bring, prosecute, enforce, defend, compromise, discontinue and abandon all such actions, suits, arbitrations and proceedings in relation to the Security Assets or any part thereof as may seem to him to be expedient;
 - 15.2.10 give valid receipts for all moneys and execute all deeds, documents, assurances and instruments which may be proper or desirable for realising the Security Assets;
 - 15.2.11 form a subsidiary or subsidiaries of any of the Charging Companies and transfer to any such subsidiary all or any part of the Security Assets; and
 - 15.2.12 sign, execute, effect and do all such other deeds, documents, acts and things as he may consider desirable or necessary for realising the Security Assets or any part thereof or incidental or conducive to any of the powers, rights or discretions conferred on a Receiver under or by virtue of this debenture and exercise in relation to the Security Assets or any part thereof all such powers, authorities and things as he would be capable of exercising if he were the absolute beneficial owner of the same and use the name of any of the Charging Companies for all or any of the purposes aforesaid.
- 15.3 The Security Trustee may from time to time by writing under its hand remove any Receiver appointed by it and may appoint another qualified person as a new Receiver in the place of any Receiver whose appointment may for any reason have terminated and may from time to time fix the remuneration of any Receiver appointed by it. Section 109(6) of the Law of Property Act, 1925 shall not apply in respect of any Receiver.
- 15.4 All or any of the powers, rights and discretions which are conferred by this deed (either expressly or impliedly) upon a Receiver of the Security Assets may be exercised after the security hereby created becomes enforceable by the Security Trustee in relation to the whole or any part of the Security Assets without first appointing a Receiver of such Assets or any part thereof or notwithstanding the appointment of a Receiver of such Assets or any part thereof.
16. **Application of proceeds**
- 16.1 Any moneys received by the Security Trustee or any Receiver shall (subject to the terms of the Intercreditor Deed) be applied in the following order of priority (but without prejudice to the right of the Security Trustee to recover any shortfall from any of the Charging Companies):
- 16.1.1 firstly, in the payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all

outgoings paid by him;

- 16.1.2 secondly, in the payment of remuneration due to the Receiver hereunder;
 - 16.1.3 thirdly, in or towards the payment and discharge of the Secured Liabilities; and
 - 16.1.4 fourthly, the surplus (if any) shall be paid to the Charging Companies or other person entitled to it.
- 16.2 Neither the Security Trustee nor any Receiver shall be bound (whether by virtue of section 109(8) of the Law of Property Act, 1925, which is hereby varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any Secured Liabilities.
- 16.3 Any moneys received under the powers and rights hereby conferred may, at the discretion of the Security Trustee, be placed in a suspense account and kept there for so long as the Security Trustee thinks fit.

17. Restrictions on liability

Neither the Security Trustee nor any Receiver shall by reason of it or the Receiver entering into or into possession of the Security Assets or any part thereof be liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable. Every Receiver duly appointed by the Security Trustee under the powers in that behalf herein contained shall be deemed to be the agent of each of the Charging Companies so far as the law permits. The Charging Companies alone shall be responsible for a Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him and the Security Trustee shall not incur any liability therefor (either to the Charging Companies or to any other person whatsoever) by reason of its making his appointment as Receiver or for any other reason whatsoever. Every Receiver and the Security Trustee shall be entitled to all the rights, powers, privileges and immunities by the Law of Property Act, 1925 conferred on mortgagees and receivers when such receivers have been duly appointed under that Act but so that section 103 of that Act shall not apply.

18. Protection of third parties

No purchaser, mortgagee or other person dealing with the Security Trustee or the Receiver or its or his agents shall be concerned as to the propriety or regularity of any sale by or other dealing with the Security Trustee, the Receiver or its or his agents or to enquire whether the Secured Liabilities have become payable or whether the power which the Receiver is purporting to exercise has become exercisable or whether any Secured Liabilities remain unpaid or undischarged or to see to the application of any money paid to the Security Trustee or to such Receiver. All the protection afforded to purchasers contained in sections 104 and 107 of the Law of Property Act, 1925 shall apply to any person purchasing from or dealing with the Receiver or the Security Trustee.

19. Expenses

- 19.1 Each Charging Company hereby covenants to pay to the Security Trustee and any Receiver and discharge on demand all costs, charges, losses, expenses reasonably and properly incurred and other sums from time to time reasonably and properly expended, paid or incurred by or on behalf of the Lenders or any Receiver in relation to this deed or the Secured Liabilities or any other security held by or offered to the Lenders (or any of them) in respect thereof.
- 19.2 The Charging Companies will pay interest on all amounts referred to in clause 19.1, calculated on a daily basis on the basis of a 365-day year, from the date in relation to which the relevant cost, charge, loss, expense, liability or payment was made, expended, incurred or suffered until full discharge (as well after as before judgment) at the Default Rate. Such interest shall be compounded monthly or at such longer intervals as the Security Trustee may determine.

20. Indemnity

The Lenders and every Receiver, attorney, manager, agent or other person appointed by the Lenders hereunder shall be entitled to be indemnified out of the Security Assets in respect of all costs and all amounts reasonably and properly incurred and payable to the Lenders or any Receiver hereunder. The Security Trustee and any such Receiver may retain and pay all sums in respect of the same out of any moneys received under the powers, rights and discretions hereby conferred.

21. Delegation by the Security Trustee

The Security Trustee may at any time and from time to time delegate by power of attorney or in any other manner to any person all or any of the powers, rights and discretions which are for the time being exercisable by the Security Trustee under this deed in relation to the Security Assets or any part thereof. Any such delegation may be made upon such terms (including power to sub-delegate) and subject to such regulations as the Security Trustee may think fit. The Security Trustee shall not be in any way liable or responsible to the Charging Companies for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

22. Further assurance

The Charging Companies shall at their own expense sign, seal, execute and do all such deeds, documents, instruments, agreements, assurances, acts and things as the Security Trustee may reasonably require for creating, perfecting or protecting the security over the Security Assets hereby constituted or intended to be constituted or any part thereof or for facilitating the realisation of the Security Assets or any part thereof and in the exercise of all powers, rights and discretions vested in the Security Trustee or in any Receiver of the Security Assets or any part thereof or in any such delegate or sub-delegate as aforesaid.

23. Redemption of prior encumbrances

The Security Trustee may, at any time after the security hereby constituted has become enforceable, redeem any prior Encumbrance against the Security Assets or any part thereof or procure the transfer thereof to itself and may settle and pass the accounts of the prior mortgagee, chargee or encumbrancer. Any accounts so settled and passed shall be conclusive and binding on the Charging Companies. All principal moneys, interest, costs, charges and expenses of and incidental to such redemption and transfer shall be paid by the Charging Companies to the Security Trustee on demand.

24. Power of attorney

- 24.1 Each Charging Company by way of security and in order more fully to secure the performance of its obligations hereunder irrevocably and severally appoints the Security Trustee and every Receiver appointed hereunder and every such delegate or subdelegate as is referred to in clause 21 to be its attorney acting severally and on its behalf and in its name or otherwise to sign, seal, execute, effect and do all such deeds, documents, instruments, agreements, assurances, acts and things which the Charging Companies ought to do under the covenants and provisions contained in this deed (including, without limitation, to make any demand upon or to give any notice or receipt to any person owing moneys to the Charging Companies and to sign, seal, execute and deliver any charges, mortgages, assignments or other security and any transfers of securities) and generally in its name and on its behalf to exercise all or any of the powers, rights and discretions conferred by or pursuant to this debenture or by statute on the Security Trustee or any such Receiver, delegate or sub-delegate and (without limitation) to sign, seal, execute, deliver and otherwise perfect any document, deed, assurance, agreement, instrument or act which it or he may deem proper in or for the purpose of exercising any of such powers, rights and discretions.

- 24.2 Each Charging Company hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in clause 24.1 shall do or purport to do in the exercise or purported exercise of all or any of the powers, rights and discretions referred to in such clause.

25. Preservation of rights

- 25.1 Any settlement, release or discharge between any of the Charging Companies and any of the Lenders, any nominee or other delegate thereof any of them (the "Relevant Person(s)") shall be conditional upon no security, assurance or payment to or in favour of the Relevant Person(s) by the Charging Companies or any other person on the Charging Companies' behalf being avoided, adjusted or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency, liquidation, receivership or administration for the time being in force and, in the event of any such security, assurance or payment being so avoided, adjusted or reduced, the Relevant Person(s) shall be entitled to recover the value or amount of such security, assurance or payment from the Charging Companies and from the security hereby provided by the Charging Companies subsequently as if such settlement, release or discharge had not occurred.

- 25.2 This deed shall be in addition to and shall not in any way merge with or be prejudiced or affected by any other right, remedy, security or Encumbrance now or hereafter available to or held by any of the Lenders in respect of or as security for any of the Secured Liabilities.

26. Benefit and assignment

- 26.1 This deed shall be binding upon and enure to the benefit of each party hereto and its successors and permitted assigns and transferees.
- 26.2 None of the Charging Companies shall transfer any or all of its obligations hereunder without the written consent of the Security Trustee.

27. Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Security Trustee or any Receiver, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. No waiver shall be effective unless it is in writing. The rights and remedies of the Security Trustee and any Receiver hereunder are cumulative and not exclusive of any rights or remedies provided by law.

28. Severability

- 28.1 If any provision of this deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:
- 28.1.1 the validity or enforceability in that jurisdiction of any other provision of this deed; or
- 28.1.2 the validity or enforceability in any other jurisdiction of that or any other provision of this deed.

29. Notices

- 29.1 Each communication to be made under this deed shall be made in writing and, unless otherwise stated, shall be made by fax or letter.
- 29.2 Any communication or document to be made or delivered by one person to another pursuant to this deed shall:
- 29.2.1 if by way of fax (unless that other person has by fifteen days' notice to the other specified another number) be made to such other person to the fax number identified

with its signature below and shall be deemed to have been received when transmission has been completed; and

- 29.2.2 if by way of letter (unless that other person has by fifteen days' notice to the other specified another address) be delivered to that other person at the address identified with its signature below and shall be deemed to have been delivered when left at that address or, as the case may be, ten days after being deposited in the post postage prepaid in an envelope addressed to it at that address.

30. Entry at HM Land Registry

Each Charging Company hereby applies to the Chief Land Registrar for a restriction in the following terms to be registered against its name and any registered title(s) against which this deed may be noted:

"Except under an order of the Registrar, no disposition or dealing by the proprietor of the land is to be registered without the consent of the proprietor for the time being of the composite guarantee and debenture dated [●] and made by [●] Limited and other companies in favour of [●] as security trustee."

31. Perpetuity period

The perpetuity period under the rule against perpetuities, if applicable to this deed, shall be the period of one hundred and twenty five years from the date of this deed, in accordance with the Perpetuities and Accumulations Act 2009.

32. Law

This deed is governed by and shall be construed in accordance with the laws of England and Wales.

IN WITNESS whereof this composite guarantee and debenture has been duly entered into and executed as a deed on the date first above written.

Schedule 1 - The Charging Companies

Name	Registered number
Twenty20 Capital Holdings Limited	12443859
Twenty20 Capital Bidco1 Limited	12443736
Twenty20 Midco 1 Limited	12447020
Twenty20 Midco 2 Limited	12447029
2020 A Limited	12449183
2020 B Limited	12449309
2020 C Limited	12449239
2020 E Limited	12449636
2020 F Limited	12449273
2020 G Limited	12449344
2020 L Limited	12460972
2020 T Limited	12449194
2020 M Limited	12449379
2020 J Limited	12449440
Core Staff Services Limited	8030122
Sugarman Group Limited	3545071
Cordant Thistle Limited	SC230260
Earthstaff Limited	7845051
Eurostaff Group Limited	4632754

Schedule 2 - Details of Property

Not applicable

Schedule 3 - The Guarantee

1. The Guarantee is to be a continuing security for the whole amount now due or owing to the Lenders or which may hereafter at any time become due or owing to the Lenders as provided for in clause 2 (or would have become so due or owing were it not for the winding up of any Charging Company), and such amount shall be deemed to continue due and owing to the Lenders until the same shall be actually repaid to the Lenders notwithstanding the winding up of any Charging Company or any other event whatever.
2. The Guarantee is to be in addition to and is not to prejudice or be prejudiced by any other securities or guarantees (including any guarantee signed by the Charging Companies or any of them) which any Lender may now or hereafter hold on account of the secured obligations and is to be binding on the Charging Companies and each of them as a continuing security notwithstanding any payments from time to time made to the Lenders or any settlement of account or any other thing whatsoever.
3. The Guarantee is to be applicable to the ultimate balance that may become due to the Lenders from any of the Charging Companies and until payment of such balance no Charging Company shall be entitled to participate in any security held or money received by any of the Lenders on account of such balance or to stand in any Lender's place in respect of any such security or money until all monies and liabilities hereby guaranteed have been paid or discharged in full.
4. In the event that any of the Charging Companies goes into liquidation or is wound up or reconstructed or makes any arrangement with its creditors, any dividends or payments which the Lenders may receive from the Charging Companies or any of them or any other persons shall be taken and applied as payments in gross and shall not prejudice the right of the Lenders to recover from the Charging Companies or any of them to the full extent of the Guarantee the ultimate balance which after the receipt of such dividends or payments may remain owing to the Lenders by the Charging Companies and secured by the Guarantee.
5. The Lenders may without thereby affecting their rights hereunder at any time and from time to time at their absolute discretion release, discharge, compound with or otherwise vary or agree to vary the liability under the Guarantee or make any other arrangements with the Charging Companies or any of them or any guarantor and no such release, discharge, composition, variation, agreement or arrangement shall prejudice or in any way affect the rights and remedies of the Lenders against any other Charging Company.
6. In the event of the winding up of any of the Charging Companies, the Lenders may (notwithstanding payment to any of the Lenders by any of the Charging Companies or any other person of any part of the amount hereby guaranteed or any release, settlement, discharge or arrangement made or given by any of the Lenders) rank as creditor and prove in the liquidation of the relevant Charging Company for the full amount of a Lender's claim and each Lender may and shall receive and retain the whole of the dividends to the exclusion of the rights (if any) of the Charging Companies or any of them in competition with the relevant Lender until such claim is fully satisfied.
7. No assurance, security or payment which may be avoided under Sections 238, 239 or 245 of the Insolvency Act 1986 or any of such sections and no release, settlement, discharge or arrangement which may have been given or made on the faith of any such assurance security or payment shall prejudice or affect the right of the Lenders to recover from the Charging Companies or any of them to the full extent of the Guarantee as if such assurance, security, payment, release, settlement, discharge or arrangement (as the case may be) had never been granted given or made.
8. Any release, settlement, discharge or arrangement shall as between the Lenders (on the one hand) and the Charging Companies and each of them (on the other hand) be deemed to have been given or made upon the express condition that it shall become and be wholly void and of no effect if the assurance, security or payment on the faith of which it was made or given shall at any time thereafter be avoided under any of the before-mentioned statutory provisions to the

avoidance to exercise all or any of the rights in the guarantee expressly conferred upon the Lenders and all or any other rights which by virtue and as a consequence of the Guarantee the Lenders would have been entitled to exercise but for such release, settlement, discharge or arrangement.

9. The Charging Companies and each of them agree that the Guarantee shall be deemed to have been and to have remained held by the Lenders as and by way of security for the payment to the Lenders of all or any sums which shall or may become due and owing to each of the Lenders from and by the Charging Companies or any of them either under and by virtue of the terms and conditions of the Guarantee in the event of and upon or after any avoidance of any assurance, security or payment under the said sections of the Insolvency Act 1986 or any of such sections or under or as a consequence of any order (if any) made under Sections 238 and/or 239 of the Insolvency Act 1986.
10. Each Charging Company agrees and consents to be bound by the Guarantee notwithstanding that any other Charging Company which was intended to execute these presents or any other company which was or is to undertake liability co-extensive with any liability assumed by a Charging Company hereunder, may not do so, or that any of the Charging Companies or any other company may be subsequently released from or found not be bound by the same.
11. As a separate and independent stipulation and without prejudice to any other provision of this Guarantee, each of the Charging Companies agree that all sums of money which have become due hereunder and which may not be recoverable from the Charging Companies or any of them on the footing of a guarantee whether by reason of any legal limitation on or disability or incapacity of any company or any other fact or circumstance and whether known to the Lenders or not shall as to an equivalent amount thereof nevertheless be recoverable from the Charging Company or Charging Companies concerned as sole or principal debtor or debtors in respect thereof and shall be paid on demand in writing made by the relevant Lender.

EXECUTION

SIGNED and DELIVERED as a DEED
by TRISTAN NICHOLAS RAMUS
in the presence of:

Witness signature:

Name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED
by TWENTY20 CAPITAL HOLDINGS LIMITED
acting by a director, in the presence of:

Witness signature:

Name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED
by TWENTY20 CAPITAL BIDCO 1 LIMITED
acting by a director, in the presence of:

Witness signature:

Name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED
by TWENTY20 MIDCO 1 LIMITED
acting by a director, in the presence of:

Witness signature:

Name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED
by TWENTY20 MIDCO 2 LIMITED
acting by a director, in the presence of:

Witness signature:

Name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED
by 2020 A LIMITED
acting by a director, in the presence of:

Witness signature:

Name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED
by 2020 B LIMITED
acting by a director, in the presence of:

Witness signature:

Name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED
by 2020 C LIMITED
acting by a director, in the presence of:

Witness signature:

Name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED
by 2020 E LIMITED
acting by a director, in the presence of:

Witness signature:

Name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED
by 2020 F LIMITED
acting by a director, in the presence of:

Witness signature:

Name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED
by 2020 G LIMITED
acting by a director, in the presence of:

Witness signature:

Name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED
by 2020 L LIMITED
acting by a director, in the presence of:

Witness signature:

Name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED
by 2020 T LIMITED
acting by a director, in the presence of:

Witness signature:

Name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED
by 2020 J LIMITED
acting by a director, in the presence of:

Witness signature:

Name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED
by 2020 M LIMITED
acting by a director, in the presence of:

Witness signature:

Name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED
by CORE STAFF SERVICES LIMITED
acting by a director, in the presence of:

Witness signature:

Name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED
by SUGARMAN GROUP LIMITED
acting by a director, in the presence of:

Witness signature:

Name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED
by CORDANT THISTLE LIMITED
acting by a director, in the presence of:

Witness signature:

Name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED
by EARTHSTAFF LIMITED
acting by a director, in the presence of:

Witness signature:

Name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED
by EUROSTAFF GROUP LIMITED
acting by a director, in the presence of:

Witness signature:

Name:

Address:

Occupation: