



Registration of a Charge

Company Name: **TAG WORLDWIDE GROUP LIMITED**

Company Number: **01031786**



XB4MZI8Y

Received for filing in Electronic Format on the: **23/05/2022**

Details of Charge

Date of creation: **18/05/2022**

Charge code: **0103 1786 0013**

Persons entitled: **DEUTSCHE BANK AG, LONDON BRANCH (AS SECURITY AGENT)**

Brief description: **NOT APPLICABLE**

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: **ANDRII FOKIN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1031786

Charge code: 0103 1786 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th May 2022 and created by TAG WORLDWIDE GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd May 2022 .

Given at Companies House, Cardiff on 25th May 2022

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**

18 May 2022

**AI WERTHEIMER MIDCO UK LIMITED, WERTHEIMER UK
LIMITED, THE STATIONERY OFFICE LIMITED, WILLIAMS
LEA GROUP LIMITED, TAG WORLDWIDE HOLDINGS
LIMITED, WILLIAMS LEA LIMITED, TAG EUROPE
LIMITED, SMOKE AND MIRRORS PRODUCTIONS
LIMITED, TAG WORLDWIDE GROUP LIMITED, WILLIAMS
LEA INTERNATIONAL LIMITED**

(as Supplemental Chargors)

and

DEUTSCHE BANK AG, LONDON BRANCH

(as the Security Agent)

SUPPLEMENTAL DEBENTURE

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel: +44.20.7710.1000

www.lw.com

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration in accordance with section 859A of the Companies Act 2006, is a correct copy of the original security instrument.

Signature: Andrii Fokin Name: Andrii Fokin
Title: Solicitor Date: 19 May 2022

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THIS SUPPLEMENTAL DEBENTURE is made on 18 May 2022.

BETWEEN:

- (1) **AI Wertheimer Midco UK Limited**, a company incorporated in England and Wales with registered number 11027218;
 - (2) **Wertheimer UK Limited**, a company incorporated in England and Wales with registered number 10888457;
 - (3) **The Stationery Office Limited**, a company incorporated in England and Wales with registered number 03049649;
 - (4) **Williams Lea Group Limited**, a company incorporated in England and Wales with registered number 01627560;
 - (5) **Tag Worldwide Holdings Limited**, a company incorporated in England and Wales with registered number 05696914;
 - (6) **Williams Lea Limited**, a company incorporated in England and Wales with registered number 02119266;
 - (7) **Tag Europe Limited**, a company incorporated in England and Wales with registered number 02299109;
 - (8) **Smoke and Mirrors Productions Limited**, a company incorporated in England and Wales with registered number 03012951;
 - (9) **Tag Worldwide Group Limited**, a company incorporated in England and Wales with registered number 01031786;
 - (10) **Williams Lea International Limited**, a company incorporated in England and Wales with registered number 02682240;
- (each of the above, a “**Supplemental Chargor**” and together, the “**Supplemental Chargors**”); and
- (11) **Deutsche Bank AG, London Branch** as the security trustee for itself and the other Secured Parties (the “**Security Agent**”).

RECITALS:

- (a) Pursuant to paragraph 2 (*Security confirmation and supplemental security*) of Part 1 (*English Security Documents*) of Schedule 4 (*Conditions Subsequent*) of the Amendment and Restatement Agreement (as defined below), the parties wish to enter into this deed to supplement the Debenture (as defined below) in order to secure the obligations under the Debt Documents (as defined below).
- (b) This deed is subject to, and has the benefit of, the Amended and Restated Intercreditor Agreement (as defined below).
- (c) It is intended by the parties to this deed that this document will take effect as a deed despite the fact that a party may only execute this deed under hand.

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this deed:

“2018 Security Accession Deed” means the security accession deed dated 2 March 2018 between AI Wertheimer Midco UK Limited, Smoke and Mirrors Productions Limited, Tag Europe Limited, Tag Worldwide Group Limited, The Stationary Office Limited, Williams Lea Group Limited, Tag Worldwide Holdings Limited (formerly Williams Lea Holdings Limited), Williams Lea International Limited and Williams Lea Limited as New Chargors (as defined therein) and the Security Agent.

“Amended and Restated Facilities Agreement” means the senior facilities agreement originally dated 27 November 2017, between, amongst others, AI Wertheimer Midco UK Limited as Parent, Wertheimer UK Limited as Company, Deutsche Bank AG, London Branch as Agent and Security Agent, as amended and restated and/or supplemented from time to time including by way of an amendment and restatement agreement dated 6 May 2022 (the **“Amendment and Restatement Agreement”**), between amongst others, AI Wertheimer Midco UK Limited as Parent, Wertheimer Debtco UK Limited as Original Third Party Security Provider, the entities listed therein as Existing Lenders, the entities listed therein as New Lenders and Deutsche Bank AG, London Branch as Agent and Security Agent.

“Amended and Restated Intercreditor Agreement” means the intercreditor agreement dated 29 November 2017 between, amongst others, Deutsche Bank AG, London Branch as Agent and Security Agent, AI Wertheimer Midco UK Limited as Parent, Wertheimer UK Limited as Company and the financial institutions referred to therein as Arrangers as amended, amended and restated and/or supplemented from time to time, and as amended pursuant to the Amendment and Restatement Agreement

“Assigned Agreements” means the Acquisition Documents (as defined in the Amended and Restated Facilities Agreement), the Intra-Group Debt Documents and any other agreement designated as an Assigned Agreement by the Parent and the Security Agent.

“Bank Accounts” means the Operating Accounts and any Blocked Account.

“Blocked Account” means in relation to any Supplemental Chargor, any account designated as a Blocked Account by the relevant Supplemental Chargor and the Security Agent as set out in Part 2 of Schedule 2 (*Bank Accounts*).

“Charged Property” means all the assets and undertakings of each Supplemental Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent (for itself and for the benefit of the other Secured Parties) by or pursuant to this deed and any Security Accession Deed.

“Debenture” means the English law governed debenture dated 29 November 2017 between AI Wertheimer Midco UK Limited as Parent, Wertheimer UK Limited as

Company, Deutsche Bank AG, London Branch as Security Agent, as supplemented by the 2018 Security Accession Deed.

“**Debt Documents**” has the meaning given to that term in the Amended and Restated Intercreditor Agreement.

“**Declared Default**” has the meaning given to the term “**Acceleration Event**” as defined in the Amended and Restated Intercreditor Agreement.

“**Intra-Group Debt Documents**” means any document or agreement providing for a loan or other type of financial accommodation by a Supplemental Chargor to another member of the Group and/or any other document or agreement providing for the payment of any amount by any member of the Group to a Supplemental Chargor.

“**Operating Accounts**” means the accounts of the Supplemental Chargors set out in Part 1 of Schedule 2 (*Bank Accounts*) and/or such other accounts as the relevant Supplemental Chargor and the Security Agent shall agree (but excluding a Blocked Account) and, following a Declared Default, such other accounts as the Security Agent (acting reasonably) shall specify.

“**Quasi-Security**” means a transaction in which a Supplemental Chargor (to the extent not permitted under the Finance Documents):

- (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by a Debtor or any other member of the Group;
- (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms;
- (c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enters into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising financial indebtedness or of financing the acquisition of an asset.

“**Related Rights**” means all dividends, distributions and other income paid or payable on a Share, together with all shares or other property derived from any Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share (whether by way of conversion, redemption, bonus, preference, option or otherwise).

“**Repeating Representation**” has the meaning given to the term in the Amended and Restated Facilities Agreement.

“**Secured Obligations**” has the meaning given to the term in the Amended and Restated Intercreditor Agreement.

“**Shares**” means all present and future shares owned by a Supplemental Chargor in its UK Subsidiaries including but not limited to the shares, if any, specified in Schedule 1 (*Shares*).

Unless otherwise defined in this deed, terms defined in the Debenture and/or the Amended and Restated Intercreditor Agreement shall have the same meaning when used in this deed, *mutatis mutandis*. In the event of any inconsistency between the provisions of the Debenture and the Amended and Restated Intercreditor Agreement, the terms of the Amended and Restated Intercreditor Agreement shall prevail.

1.2 Construction

The provisions of Clauses 1.2 (*Construction*) to 1.6 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those Clauses to the “Debenture” and other similar expressions were references to this deed.

2. COVENANT TO PAY

Subject to any limits on its liability specifically recorded in the Debt Documents, each Supplemental 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 the Secured Obligations when they fall due for payment.

3. CHARGING PROVISIONS

3.1 Fixed Security

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, each Supplemental Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent (for the benefit of itself and the other Secured Parties) with full title guarantee the following assets, both present and future from time to time owned by it or in which it has an interest by way of first fixed charge:

- (a) all of its Shares and all corresponding Related Rights;
- (b) all monies standing to the credit of the Bank Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts; and
- (c) if not effectively assigned by Clause 3.3 (*Security Assignment*), all its rights, title and interest in (and claims under) the Assigned Agreements.

3.2 Floating Charge

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, as further continuing security for the payment of the Secured Obligations, each Supplemental Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights not effectively charged by way of fixed charge under Clause 3.1 (*Fixed Security*) or assigned under Clause 3.3 (*Security Assignment*).

3.3 Security Assignment

As further continuing security for the payment of the Secured Obligations, each Supplemental Chargor assigns absolutely by way of security and with full title guarantee to the Security Agent (for the benefit of itself and the other Secured Parties) all its rights, title and interest in the Assigned Agreements provided that on payment and discharge in full of the Secured Obligations the Security Agent will at the request and cost of the relevant Supplemental Chargor re-assign the relevant Assigned Agreements to that Supplemental Chargor (or as it shall direct) as soon as reasonably practicable. Subject to the Debt Documents and Clause 7.3 (*Assigned Agreements*) of the Debenture, until the occurrence of a Declared Default each Supplemental Chargor may continue to deal with the counterparties to the relevant Assigned Agreements.

4. NEGATIVE PLEDGE

No Supplemental Chargor may:

- (a) create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property;
- (d) sell, transfer, lend or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 3.2 (*Floating Charge*) on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same,

except as permitted or not otherwise prohibited by the Debt Documents or with the prior consent of the Security Agent.

5. VOTING AND DISTRIBUTION RIGHTS

- (a) Prior to the occurrence of a Declared Default each Supplemental Chargor (to the extent permitted or not otherwise prohibited under the Debt Documents):
 - (i) shall be entitled to receive and retain all dividends, distributions and other monies paid on or derived from its Shares; and
 - (ii) shall be entitled to exercise all voting and other rights and powers attaching to its Shares provided that it shall not exercise any voting rights or powers in relation to the Shares in a manner which would prejudice the interests of the Secured Parties under this Supplemental Debenture.
- (b) At any time after the occurrence of a Declared Default, each Supplemental Chargor shall hold any dividends, distributions and other monies paid on or derived from its Shares on trust for the Secured Parties and pay the same promptly to the Security Agent or as it may direct.
- (c) Subject to paragraph (d) below, at any time after the occurrence of a Declared Default, all voting rights in respect of the Shares shall be exercised by the Supplemental Chargor as directed by the Security Agent, unless the Security Agent has notified the Chargor in writing that it wishes to give up this right.

- (e) If the exercise of rights by the Security Agent under sub-paragraph (c) above gives rise to a notifiable acquisition under section 6 of the National Security and Investment Act 2021 (“NSIA”), the Security Agent shall not exercise those rights until it has received the necessary approvals under section 13(2) of the NSIA, and the exercise of those rights will not breach the terms of a final order, if any, made under section 26(3) of the NSIA. For the avoidance of doubt, this sub-paragraph (c) is for the benefit of the Security Agent only and the Security Agent shall be entitled to exercise rights under sub-paragraph (b) above without obtaining any approvals under the NSIA, if it determines that it is not necessary or advisable to obtain the same.
- (d) If, at any time following a Declared Default, any Shares are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Shares are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, moneys or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for any of those Shares.

6. INCORPORATION OF TERMS FROM DEBENTURE

- (a) The provisions of Clause 3.4 (*Conversion of Floating Charge*), Clause 3.5 (*Excluded Assets*), Clause 4 (*Further Assurance*), Clause 6 (*Representations and Warranties*), Clause 7.1 (*Title Documents*), Clause 7.2 (*Bank Accounts*), Clause 7.3 (*Assigned Agreements*), Clause 7.5 (*PSC Register*) and Clause 8 (*Rights of Chargors*) to Clause 23 (*Miscellaneous*) of the Debenture shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed, but as if references in those clauses to:
 - (i) “this deed” and other similar expressions were a reference to this deed;
 - (ii) “Chargor” was a reference to each Supplemental Chargor under this deed; and
 - (iii) “Charged Property” (including references to relevant specific assets within the Charged Property), was a reference to the assets charged under this deed.
- (b) The representations and warranties made in Clause 6 (*Representations and Warranties*) of the Debenture and incorporated by reference into this deed shall be made on the date hereof by reference to the facts and circumstances on that date and, if a Repeating Representation, on each date that the Repeating Representations are repeated under the Amended and Restated Facilities Agreement.

7. THE DEBENTURE

The Debenture shall remain in full force and effect as supplemented by this deed.

8. DESIGNATION

This deed is designated as a Finance Document.

9. ACKNOWLEDGEMENT BY THE SECURITY AGENT

The Security Agent acknowledges and confirms that:

- (a) the creation of any Security pursuant to (and the compliance by each Supplemental Chargor with the terms of) this deed does not and will not constitute a breach of any representation, warranty or undertaking in the Debenture; and
- (b) the performance of, and compliance with, any undertaking, requirement or obligation by each Supplemental Chargor under this deed constitutes the performance of, and compliance with, the corresponding undertaking, requirement or obligation under the Debenture and further, the performance of, and compliance with, any undertaking, requirement or obligation by each Supplemental Chargor under the Debenture will be deemed to constitute the performance of, and compliance with, the corresponding undertaking, requirement or obligation by each Supplemental Chargor under this deed.

10. GOVERNING LAW

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

11. JURISDICTION

The courts of England have exclusive jurisdiction to settle any dispute arising out of, or in connection with this deed (including a dispute relating to the existence, validity or termination of this deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this deed) (a “**Dispute**”).

IN WITNESS whereof this Supplemental Debenture has been duly executed as a deed and is delivered on the date first above written.

SCHEDULE 1

SHARES

Shares

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
AI Wertheimer Midco UK Limited	Wertheimer UK Limited	18,027,501,493 ordinary shares of €0.01 each in issue

SCHEDULE 2

BANK ACCOUNTS

Part 1 – Operating Accounts

[None at the date of this agreement]

Part 2– Blocked Account

[None at the date of this agreement]

SIGNATORIES TO THE SUPPLEMENTAL DEBENTURE

THE SUPPLEMENTAL CHARGORS

EXECUTED as a DEED by

SMOKE AND MIRRORS PRODUCTIONS LIMITED acting by

Signature:

DocuSigned by:
2408C2B8633543C...

REDACTED

Name:

Frank Aghoghovbia

Title:

Director

Signature:

Name:

Title:

Notice Details

Address: 1-5 Poland Street, Soho, London, W1F 8PR

Attention: Frank Aghoghovbia, Group General Counsel and Chief Compliance Officer

Email: REDACTED

SIGNATORIES TO THE SUPPLEMENTAL DEBENTURE

THE SUPPLEMENTAL CHARGORS

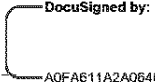
EXECUTED as a **DEED** by

SMOKE AND MIRRORS PRODUCTIONS LIMITED acting by

Signature: _____

Name: _____

Title: _____

Signature:  **REDACTED**
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Name: **David Kassler**

Title: **Director**

Notice Details

Address: 1-5 Poland Street, Soho, London, W1F 8PR

Attention: Frank Aghoghovbia, Group General Counsel and Chief Compliance Officer

Email: **REDACTED**

EXECUTED as a **DEED** by

WERTHEIMER UK LIMITED acting by

Signature:

DocuSigned by:
REDACTED
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Name:

Christopher Benson

Title:

Director

Signature:

Name:

Title:

Notice Details

Address: 1-5 Poland Street, Soho, London, W1F 8PR

Attention: Frank Aghoghovbia, Group General Counsel and Chief Compliance Officer

Email: **REDACTED**

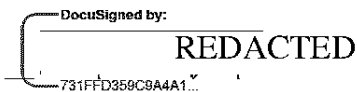
EXECUTED as a **DEED** by

WERTHEIMER UK LIMITED acting by

Signature: _____

Name: _____

Title: _____

Signature:  _____

Name: **Gary McGaghey**

Title: **Director**

Notice Details


Address: 1-5 Poland Street, Soho, London, W1F 8PR

Attention: Frank Aghoghovbia, Group General Counsel and Chief Compliance Officer

Email: **REDACTED**

EXECUTED as a **DEED** by

AL WERTHEIMER MIDCO UK LIMITED acting by

Signature: 
Name: Christopher Benson
Title: Director

Signature: _____
Name: _____
Title: _____

Notice Details

Address: 1-5 Poland Street, Soho, London, W1F 8PR

Attention: Frank Aghoghovbia, Group General Counsel and Chief Compliance Officer

Email: REDACTED


EXECUTED as a **DEED** by

AL WERTHEIMER MIDCO UK LIMITED acting by

Signature: _____

Name: _____

Title: _____

Signature:  _____

Name: Gary McGaghey

Title: Director

Notice Details

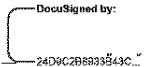
Address: 1-5 Poland Street, Soho, London, W1F 8PR

Attention: Frank Aghoghovbia, Group General Counsel and Chief Compliance Officer

Email: REDACTED

EXECUTED as a **DEED** by

TAG EUROPE LIMITED acting by

Signature:  **REDACTED**
Name: Frank Aghoghovbia
Title: Director

Signature: _____
Name: _____
Title: _____

Notice Details

Address: 1-5 Poland Street, Soho, London, W1F 8PR

Attention: Frank Aghoghovbia, Group General Counsel and Chief Compliance Officer

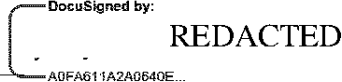
Email: **REDACTED**

EXECUTED as a **DEED** by
TAG EUROPE LIMITED acting by

Signature: _____

Name: _____

Title: _____

Signature:  _____
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Name: **David Kassler** _____

Title: **Director** _____

Notice Details

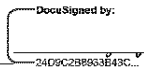
Address: 1-5 Poland Street, Soho, London, W1F 8PR

Attention: Frank Aghoghovbia, Group General Counsel and Chief Compliance Officer

Email: **REDACTED**

EXECUTED as a **DEED** by

TAG WORLDWIDE HOLDINGS LIMITED acting by

Signature:  **REDACTED**
Name: **Frank Aghoghovbia**
Title: **Director**

Signature: _____
Name: _____
Title: _____

Notice Details

Address: 1-5 Poland Street, Soho, London, W1F 8PR

Attention: Frank Aghoghovbia, Group General Counsel and Chief Compliance Officer

Email: **REDACTED**

EXECUTED as a **DEED** by

TAG WORLDWIDE HOLDINGS LIMITED acting by

Signature: _____

Name: _____

Title: _____

Signature:

DocuSigned by:
REDACTED
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Name: **David Kassler** _____

Title: **Director** _____

Notice Details

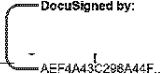
Address: 1-5 Poland Street, Soho, London, W1F 8PR

Attention: Frank Aghoghovbia, Group General Counsel and Chief Compliance Officer

Email: **REDACTED**

EXECUTED as a **DEED** by

THE STATIONERY OFFICE LIMITED acting by

Signature:  REDACTED

Name: Jeremy Hook

Title: Director

Signature: _____

Name: _____

Title: _____

Notice Details

Address: 1-5 Poland Street, Soho, London, W1F 8PR

Attention: Frank Aghoghovbia, Group General Counsel and Chief Compliance Officer

Email: REDACTED

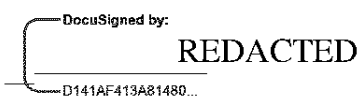
EXECUTED as a **DEED** by

THE STATIONERY OFFICE LIMITED acting by

Signature: _____

Name: _____

Title: _____

Signature:  _____

Name: **Denise Reid** _____

Title: **Director** _____

Notice Details

Address: 1-5 Poland Street, Soho, London, W1F 8PR

Attention: Frank Aghoghovbia, Group General Counsel and Chief Compliance Officer

Email: **REDACTED**

EXECUTED as a **DEED** by

WILLIAMS LEA GROUP LIMITED acting by

Signature:

DocuSigned by:
REDACTED
54D8C2B8033843C...

Name:

Frank Aghoghovbia

Title:

Director

Signature:

Name:

Title:

Notice Details

Address: 1-5 Poland Street, Soho, London, W1F 8PR

Attention: Frank Aghoghovbia, Group General Counsel and Chief Compliance Officer

Email: **REDACTED**

EXECUTED as a **DEED** by

WILLIAMS LEA GROUP LIMITED acting by

Signature: _____

Name: _____

Title: _____

Signature:  _____
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Name: **Gary McGaghey**

Title: **Director**

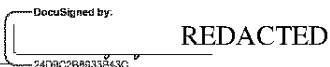
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Address: 1-5 Poland Street, Soho, London, W1F 8PR

Attention: Frank Aghoghovbia, Group General Counsel and Chief Compliance Officer

Email: **REDACTED**

EXECUTED as a **DEED** by
WILLIAMS LEA LIMITED acting by

Signature: 
Name: Frank Aghoghovbia
Title: Director

Signature: _____
Name: _____
Title: _____

Notice Details

Address: 1-5 Poland Street, Soho, London, W1F 8PR

Attention: Frank Aghoghovbia, Group General Counsel and Chief Compliance Officer


Email: REDACTED

EXECUTED as a **DEED** by
WILLIAMS LEA LIMITED acting by

Signature: _____

Name: _____

Title: _____

Signature:  _____

Name: Gary McGaghey

Title: Director

Notice Details

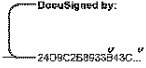
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Attention: Frank Aghoghovbia, Group General Counsel and Chief Compliance Officer

Email: REDACTED

EXECUTED as a **DEED** by

TAG WORLDWIDE GROUP LIMITED acting by

Signature:  **REDACTED**
Name: **Frank Aghoghovbia**
Title: **Director**

Signature: _____
Name: _____
Title: _____

Notice Details

Address: 1-5 Poland Street, Soho, London, W1F 8PR

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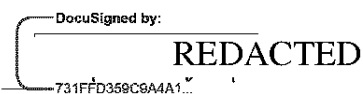
EXECUTED as a **DEED** by

TAG WORLDWIDE GROUP LIMITED acting by

Signature: _____

Name: _____

Title: _____

Signature:  _____

Name: **Gary McGaghey** _____

Title: **Director** _____

Notice Details

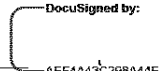
Address: 1-5 Poland Street, Soho, London, W1F 8PR

Attention: Frank Aghoghovbia, Group General Counsel and Chief Compliance Officer

Email: **REDACTED**

EXECUTED as a **DEED** by

WILLIAMS LEA INTERNATIONAL LIMITED acting by

Signature:  **REDACTED**
Name: **Jeremy Hook**
Title: **Director**

Signature: _____
Name: _____
Title: _____

Notice Details

Address: 1-5 Poland Street, Soho, London, W1F 8PR

Attention: Frank Aghoghovbia, Group General Counsel and Chief Compliance Officer

Email: **REDACTED**

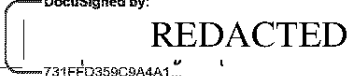
EXECUTED as a **DEED** by

WILLIAMS LEA INTERNATIONAL LIMITED acting by

Signature: _____

Name: _____

Title: _____

Signature:  _____

Name: **Gary McGaghey**

Title: **Director**

Notice Details

Address: 1-5 Poland Street, Soho, London, W1F 8PR

Attention: Frank Aghoghovbia, Group General Counsel and Chief Compliance Officer

Email: **REDACTED**

THE SECURITY AGENT

EXECUTED as a **DEED** by

DEUTSCHE BANK AG, LONDON BRANCH acting by

as Authorised Signatory:

REDACTED

By:

Name:

Paul Gaines

Title:

Assistant Vice President

REDACTED

By:

Name:

Craig Hoepfi
Vice President

Title:

in the presence of

Witness:

REDACTED

Name:

ADAM CHALK

Address:

REDACTED

Occupation:

BANKING

Notice Details

Address:

1 Great Winchester St, London EC2N 2DB

Facsimile:

REDACTED

Attention:

Paul Gaines