



Registration of a Charge

Company name: **Emery McLaven Orr Limited**

Company number: **01913706**



X61O69DN

Received for Electronic Filing: **07/03/2017**

Details of Charge

Date of creation: **27/02/2017**

Charge code: **0191 3706 0009**

Persons entitled: **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND (AS SECURITY AGENT FOR THE BENEFICIARIES)**

Brief description: **ALL CURRENT AND FUTURE LAND (EXCEPT FOR ANY RESTRICTED LAND OR FLOATING CHARGE LEASEHOLD PROPERTY) AND INTELLECTUAL PROPERTY (EXCEPT FOR ANY RESTRICTED IP) OWNED BY THE COMPANY IN EACH CASE AS SPECIFIED (AND DEFINED) IN THE DEED OF ACCESSION REGISTERED BY THIS FORM MR01 (THE "DEED OF ACCESSION"). FOR MORE DETAILS PLEASE REFER TO THE DEED OF ACCESSION.**

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 COMPOSITE ORIGINAL INSTRUMENT.**

Certified by: **OLIVER SHAFE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1913706

Charge code: 0191 3706 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th February 2017 and created by Emery McLaven Orr Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th March 2017 .

Given at Companies House, Cardiff on 8th March 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

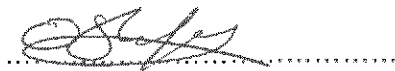


Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Save for the material redacted pursuant to s.859G of the Companies Act 2006, I certify that this is a true and complete copy of the composite original seen by me.

A handwritten signature in black ink, appearing to read 'O. Shafe', is written over a horizontal dotted line.

Name: Oliver Shafe

Title: Solicitor

Date: 6 March 2017

Hogan Lovells International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

Deed of Accession and Charge for a New Chargor

THIS DEED OF ACCESSION AND CHARGE is made on

27 February 2017

BETWEEN:

- (1) The Chargors listed in Schedule 1 herein (*New Chargors*) (each a "**New Chargor**" and together the "**New Chargors**");
- (2) **RedWhiteBlue UK Holdco Ltd** (registered in England and Wales under number 10469103) (the "**Parent**"); and
- (3) **The Governor and Company of the Bank of Ireland** (the "**Security Agent**").

WHEREAS:

- (A) This Deed is supplemental to a Debenture (the "**Principal Deed**") dated 16 November 2016 between (1) the Parent and RedWhiteBlue Digital Marketing Services Holdings Ltd and (2) the Security Agent as security agent and trustee for the Beneficiaries named in the Principal Deed (the "**Beneficiaries**").
- (B) Each New Chargor has agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the Beneficiaries), all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed.

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Incorporation:** Words or expressions defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed.

- 1.2 **Additional Definitions:** In this Deed:

"**Floating Charge Leasehold Property**" means any leasehold property located in England and Wales held by a New Chargor now or in the future under a lease which has an unexpired term of 20 years or less at the date of this Deed, or as applicable if later, the date on which such lease is entered into by the relevant New Chargor or any other leasehold property that is 'rack rent'.

"**Intellectual Property**" means material patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs anywhere in the world (in each case, that are necessary for the Group's business) and, in each case, any extensions and renewals of, and any applications for, such rights.

"**Land**" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

"**Material Land**" means all Land other than:

(a) any estates and freehold property located in England and Wales now or in the future, or in which any New Chargor has an interest at any time, that has a market value of £1,000,000 or less as at the date of this Deed, or as applicable, the date on which such property is acquired by the relevant New Chargor; and

(b) Floating Charge Leasehold Property,

and any Land designated as "Material Land" in any subsequent Deed of Accession and Charge as agreed between the relevant New Chargor and the Security Agent.

"Restricted IP" means any Intellectual Property owned by or licensed to a New Chargor which, in each case, precludes either absolutely or conditionally that New Chargor from creating a charge over its interest in that Intellectual Property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(b) (*Third Party Consents*) of the Principal Deed.

"Restricted Land" means any leasehold property held by a New Chargor under a lease which precludes either absolutely or conditionally that New Chargor from creating a mortgage or charge over its leasehold interest in that property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(a) (*Third Party Consents*) of the Principal Deed.

"Specified Intellectual Property" means the Intellectual Property listed in Schedule 3 (*Specified Intellectual Property*).

2. ACCESSION BY THE NEW CHARGOR TO THE PRINCIPAL DEED

2.1 **Accession:** Each New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor.

2.2 **Covenant to pay:** Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge the Secured Sums when due at the times and in the manner provided in the relevant Finance Documents.

2.3 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

2.4 **Parent's agreement to the accession:** The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to each New Chargor's accession.

3. ASSIGNMENTS

Each New Chargor, with full title guarantee (save in respect of any Permitted Security), as security for the payment or discharge of all Secured Sums, assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent (as trustee for the Beneficiaries):

(a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies; and

- (b) all its rights, title and interest from time to time in respect of the Hedging Agreements.

4. **FIXED SECURITY**

Each New Chargor, with full title guarantee (save in respect of any Permitted Security), as security for the payment or discharge of all Secured Sums, charges in favour of the Security Agent (as trustee for the Beneficiaries), subject to obtaining any necessary consent to charge such Fixed Security Assets from any relevant third party in accordance with Clause 3.4 (*Third Party Consents*) of the Principal Deed:

- (a) by way of legal mortgage, all Material Land in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Deed, in each case as described in Schedule 2 (*Registered land to be mortgaged*);
- (b) by way of fixed charge:
 - (i) with the exception of any Restricted Land, all Land which is now, or in the future becomes, its property (except for any Floating Charge Leasehold Property);
 - (ii) all Land which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that Land, but only with effect from the date on which that consent is obtained (except for any Floating Charge Leasehold Property);
 - (iii) all other interests and rights in or relating to Land (except for any Floating Charge Leasehold Property) or in the proceeds of sale of Land now or in the future belonging to it;
 - (iv) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 4;
 - (v) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
 - (vi) all Specified Investments which are now its property, including all proceeds of sale derived from them;
 - (vii) all Specified Investments in which that New Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
 - (viii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;
 - (ix) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
 - (x) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together

with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Deed;

- (xi) all its goodwill and uncalled capital for the time being;
- (xii) all Specified Intellectual Property belonging to it;
- (xiii) with the exception of any Restricted IP, all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xiv) with the exception of any Restricted IP, all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xv) with the exception of any Restricted IP, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- (xvi) all Intellectual Property (including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world) which by virtue of obtaining third party consent to charge such Intellectual Property has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained;
- (xvii) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xviii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (b)(xii) to (xvii) inclusive of this Clause;
- (xix) all trade debts now or in the future owing to it;
- (xx) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xxi) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (*Assignments*);
- (xxii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;
- (xxiii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Deed;

(xxiv) all moneys at any time standing to the credit of the Mandatory Prepayment Account and the debt represented by any such credit balance; and

(xxv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

5. CREATION OF FLOATING CHARGE

5.1 Each New Chargor, with full title guarantee (save in respect of any Permitted Security), charges to the Security Agent (as trustee for the Beneficiaries) as security for the payment or discharge of all Secured Sums, by way of floating charge:

(a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (*Assignments*) or charged by any fixed charge contained in Clause 4 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Principal Deed; and

(b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that such New Chargor shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 6 (*Negative pledge and other restrictions*) with respect to any such Floating Charge Asset, and such New Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (except as expressly permitted by the Finance Documents (including any Permitted Disposal and any Permitted Security) or with the prior consent of the Majority Lenders).

5.2 The parties agree (without limitation to the general nature of each New Chargor's accession to the Principal Deed contained in Clause 2) that the crystallisation provisions contained in Clause 4 of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed.

6. NEGATIVE PLEDGE AND OTHER RESTRICTIONS

Without the prior written consent of the Security Agent, except as specifically permitted by the Finance Documents (including any Permitted Disposal and any Permitted Security) or with the prior consent of the Majority Lenders, each New Chargor shall not:

(a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or

(b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.

7. RIGHT OF APPROPRIATION

7.1 **Financial Collateral Arrangement:** The parties acknowledge and intend that the charges over each New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.

7.2 **Right of Appropriation:** The Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable in accordance with the terms of the Principal Deed, by notice in writing to each New Chargor appropriate with immediate effect all or any of its Financial Collateral charged by this Deed which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise.

7.3 **Value:** The value of any Financial Collateral appropriated under Clause 7.2 shall be:

- (a) in the case of cash, its face value at the time of appropriation; and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised source or such other process as the Security Agent may reasonably select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent;

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent.

7.4 **Surplus or Shortfall:** The Security Agent will account to each New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums and each New Chargor shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums.

7.5 **Confirmation:** Each New Chargor agrees that the method of valuing Financial Collateral under Clause 7.3 is commercially reasonable.

8. APPLICATION TO THE LAND REGISTRY

Each New Chargor:

- (a) in relation to each register of title of any present and future Material Land of such New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time submitting to the Land Registry:
 - (i) a form AP1 (*application to change the register*) in respect of the security created by this Deed;
 - (ii) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Deed;
 - (iii) a form RX1 (*application to register a restriction*) in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer."; and
 - (iv) a form CH2 (*application to enter an obligation to make further advances*); and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Material Land in England and Wales mortgaged

by Clause 4 (*Fixed security*) at its own expense, immediately following its execution of this Deed.

- (c) for the avoidance of doubt, none of the steps referred to in paragraphs (a) or (b) above shall be required in relation to any Land which is not charged by way of legal mortgage under Clause 4(a) or pursuant to any supplemental legal mortgage entered into in accordance with Clause 10.2 (*Supplemental Legal Mortgage*) of the Principal Deed.

9. POWER OF ATTORNEY

- 9.1 **Appointment of attorney:** Each New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent and separately any nominee and/or any Receiver, to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise (whether or not a Receiver or administrator has been appointed) to:

- (a) do anything which such New Chargor is obliged to do under Clauses 3.5 (*Notices*), 5 (*Title Documents, Insurance Policies And Transfers*), 11.1 (*Filings and registrations*) of the Principal Deed or pursuant to Clause 28.31 (*Further assurance*) in the Facilities Agreement (but has not done within ten Business Days of being notified by the Security Agent of such failure and being requested to comply) in accordance with this Deed;
- (b) following the occurrence of a Declared Default, enable the Security Agent or any such nominee and/or Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.

- 9.2 **Ratification:** Each New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

- 9.3 **Sums recoverable:** All sums expended by the Security Agent or any Receiver under this clause shall be recoverable from each New Chargor under the terms of Clause 20 (*Costs and Expenses*) and Clause 21 (*Other Indemnities*) of the Intercreditor Agreement.

10. NOTICES

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 32 (*Notices*) of the Principal Deed. Each New Chargor's address for service is set out in Schedule 1 (*New Chargers*).

11. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

12. GOVERNING LAW

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

13. ENFORCEMENT

13.1 Jurisdiction:

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in anyway whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by any New Chargor.
- (b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any New Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, that New Chargor shall bring such counter-claim before the court seized of the Beneficiaries' claim and no other court.
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Beneficiaries from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.
- (d) To the extent allowed by law, each New Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

14. FINANCE DOCUMENT

This Deed is a Finance Document.

THIS DEED OF ACCESSION AND CHARGE has been executed by each New Chargor and the Parent as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document.

Schedule 1

Name of Chargor	Registered Number	Address for Service
Creston Ltd	00210505	Address: Creston House, 10 Great Pulteney Street, London, W1F 9NB Email: kherrick@creston.com groupfinance@creston.com Attention: Chief Financial Officer
Health Unlimited Limited	03574785	Address: Creston House, 10 Great Pulteney Street, London, W1F 9NB Email: kherrick@creston.com groupfinance@creston.com Attention: Chief Financial Officer
How Splendid Limited	04692212	Address: Creston House, 10 Great Pulteney Street, London, W1F 9NB Email: kherrick@creston.com groupfinance@creston.com Attention: Chief Financial Officer
The Real Adventure Marketing Communications Limited	02636904	Address: Creston House, 10 Great Pulteney Street, London, W1F 9NB Email: kherrick@creston.com groupfinance@creston.com Attention: Chief Financial Officer
Tullo Marshall Warren Limited	01332638	Address: Creston House, 10 Great Pulteney Street, London, W1F 9NB Email: kherrick@creston.com groupfinance@creston.com Attention: Chief Financial Officer

EMO Group Limited	02592744	Address: Creston House, 10 Great Pulteney Street, London, W1F 9NB Email: kherrick@creston.com groupfinance@creston.com Attention: Chief Financial Officer
Marketing Sciences Limited	01317137	Address: Creston House, 10 Great Pulteney Street, London, W1F 9NB Email: kherrick@creston.com groupfinance@creston.com Attention: Chief Financial Officer
Nelson Bostock Group Limited	02143374	Address: Creston House, 10 Great Pulteney Street, London, W1F 9NB Email: kherrick@creston.com groupfinance@creston.com Attention: Chief Financial Officer
DJMPAN Unlimited Limited	06638236	Address: Creston House, 10 Great Pulteney Street, London, W1F 9NB Email: kherrick@creston.com groupfinance@creston.com Attention: Chief Financial Officer
Red Door Communications Group Limited	03957171	Address: Creston House, 10 Great Pulteney Street, London, W1F 9NB Email: kherrick@creston.com groupfinance@creston.com Attention: Chief Financial Officer
Emery McLaven Orr Limited	01913706	Address: Creston House, 10 Great Pulteney Street, London, W1F 9NB Email: kherrick@creston.com groupfinance@creston.com Attention: Chief Financial Officer

Creston Overseas Holdings Limited	05964051	Address: Creston House, 10 Great Pulteney Street, London, W1F 9NB Email: kherrick@creston.com groupfinance@creston.com Attention: Chief Financial Officer
ICM Research Limited	02571387	Address: Creston House, 10 Great Pulteney Street, London, W1F 9NB Email: kherrick@creston.com groupfinance@creston.com Attention: Chief Financial Officer
ICM Direct Limited	03543454	Address: Creston House, 10 Great Pulteney Street, London, W1F 9NB Email: kherrick@creston.com groupfinance@creston.com Attention: Chief Financial Officer

Schedule 2

Registered land to be mortgaged

NONE AT THE DATE OF THIS DEED

Schedule 3

Specified Intellectual Property

Jurisdiction	Trade Mark	Trade Mark Number	Status	Applicant/Owner Name	Class	Application Date	Registration Date
United Kingdom	UNLIMITED	UK00003165123	Registered	Creston Ltd	9,35,38,41,42	17-05-2016	23-09-2016

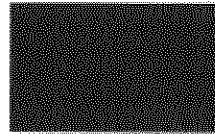
Execution page to Deed of Accession

EXECUTION

THE NEW CHARGORS

Executed as a
Deed by **Creston Ltd**
(pursuant to a resolution of its Board
of Directors) acting by Kathryn Herrick

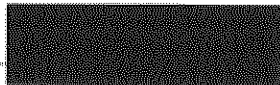
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Director

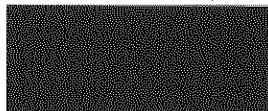
in the presence of:

Signature of witness:



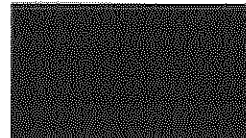
Name of witness: Olivia Walker

Address of witness:



Executed as a
Deed by **Health Unlimited Limited**
(pursuant to a resolution of its Board
of Directors) acting by Kathryn Herrick

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Director

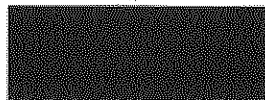
in the presence of:

Signature of witness:



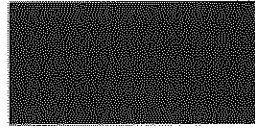
Name of witness: Olivia Walker

Address of witness:



Executed as a
Deed by **How Splendid Limited**
(pursuant to a resolution of its Board
of Directors) acting by Kathryn Herrick

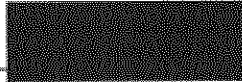
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Director

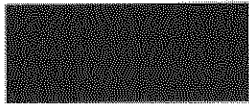
in the presence of:

Signature of witness:



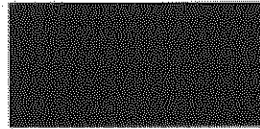
Name of witness: Olivia Walker

Address of witness:



Executed as a
Deed by **The Real Adventure
Marketing Communications Limited**
(pursuant to a resolution of its Board
of Directors) acting by Kathryn Herrick

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)
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Director

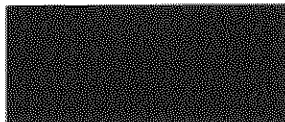
in the presence of:

Signature of witness:



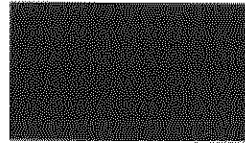
Name of witness: Olivia Walker

Address of witness:



Executed as a
Deed by **Tullo Marshall Warren Limited**
(pursuant to a resolution of its Board
of Directors) acting by Kathryn Herrick

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Director

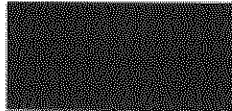
in the presence of:

Signature of witness:



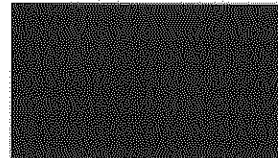
Name of witness: Olivia Walker

Address of witness:



Executed as a
Deed by **EMO Group Limited**
(pursuant to a resolution of its Board
of Directors) acting by Kathryn Herrick

)
)
)
)



Director

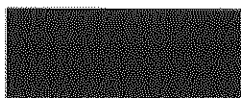
in the presence of:

Signature of witness:



Name of witness: Olivia Walker

Address of witness:



Executed as a
Deed by **Marketing Sciences Limited**
(pursuant to a resolution of its Board
of Directors) acting by Kathryn Herrick

)
)
)
)
Director

in the presence of:

Signature of witness:

Name of witness: Olivia Walker

Address of witness:



Executed as a
Deed by **Nelson Bostock Group Limited**
(pursuant to a resolution of its Board
of Directors) acting by Kathryn Herrick

Director

in the presence of:

Signature of witness:

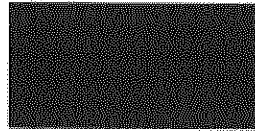
Name of witness: Olivia Walker

Address of witness:



Executed as a
Deed by **DJMPAN Unlimited Limited**
(pursuant to a resolution of its Board
of Directors) acting by Kathryn Herrick

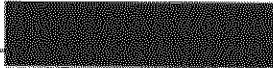
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Director

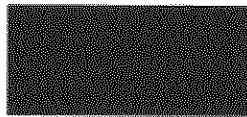
in the presence of:

Signature of witness:



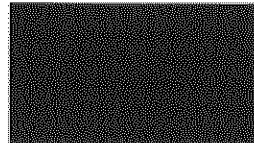
Name of witness: Olivia Walker

Address of witness:



Executed as a
Deed by **Red Door Communications
Group Limited**
(pursuant to a resolution of its Board
of Directors) acting by Kathryn Herrick

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)
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Director

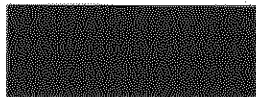
in the presence of:

Signature of witness:



Name of witness: Olivia Walker

Address of witness:



Executed as a
Deed by **Emery McLaven Orr Limited**
(pursuant to a resolution of its Board
of Directors) acting by Kathryn Herrick

)
)
)
)
Director

in the presence of:

Signature of witness:

[Redacted Signature]

Name of witness: Olivia Walker

Address of witness:

[Redacted Address]

Executed as a
Deed by **Creston Overseas Holdings Limited**
(pursuant to a resolution of its Board
of Directors) acting by Kathryn Herrick

)
)
)
)
Director

in the presence of:

Signature of witness:

[Redacted Signature]

Name of witness: Olivia Walker

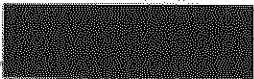
Address of witness:

[Redacted Address]

Executed as a
Deed by **ICM Research Limited**
(pursuant to a resolution of its Board
of Directors) acting by Kathryn Herrick

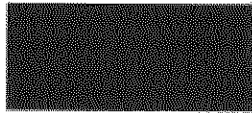
)
)
)
)
)
Director

in the presence of:

Signature of witness: 

Name of witness: Olivia Walker

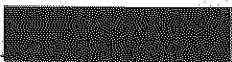
Address of witness:



Executed as a
Deed by **ICM Direct Limited**
(pursuant to a resolution of its Board
of Directors) acting by Kathryn Herrick

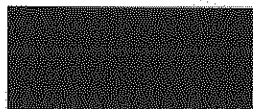
)
)
)
)
)
Director

in the presence of:

Signature of witness: 

Name of witness: Olivia Walker

Address of witness:



THE PARENT

Executed as a
Deed by **RedWhiteBlue UK Holdco Ltd**
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
)
Director

in the presence of:

Signature of witness:

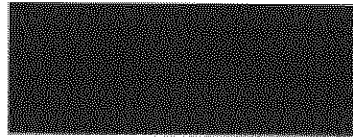
Name of witness: Paul Aston

Address of witness:

THE SECURITY AGENT

Signed by
for and on behalf of
**The Governor and Company of the Bank of
Ireland**

)
)
)
)



Authorized Signatory

