



Registration of a Charge

Company name: **Xtrac Transmissions Limited**

Company number: **03981388**



X6HVL357

Received for Electronic Filing: **26/10/2017**

Details of Charge

Date of creation: **16/10/2017**

Charge code: **0398 1388 0005**

Persons entitled: **LLOYDS BANK PLC AS SECURITY AGENT AND TRUSTEE FOR THE BENEFICIARIES.**

Brief description: **ALL CURRENT AND FUTURE MATERIAL LAND (EXCEPT FOR ANY FLOATING CHARGE LEASEHOLD PROPERTY) AND INTELLECTUAL PROPERTY (EXCEPT FOR ANY FLOATING CHARGE INTELLECTUAL PROPERTY) AND THE SPECIFIED INTELLECTUAL PROPERTY OWNED BY THE COMPANY, IN EACH CASE AS SPECIFIED (AND DEFINED) IN THE DEED OF ACCESSION AND CHARGE REGISTERED BY THIS MR01 (THE "DEED OF ACCESSION AND CHARGE") AND INCLUDING THE TRADEMARK NUMBERED 2013621 AND THE PATENTS NUMBERED 0909670 (G-TRANSMISSION) AND 1659313 (DIFFERENTIAL). FOR MORE DETAILS PLEASE REFER TO THE DEED OF ACCESSION AND CHARGE.**

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

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: **BEATRICE BERGLUND**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3981388

Charge code: 0398 1388 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th October 2017 and created by Xtrac Transmissions Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th October 2017 .

Given at Companies House, Cardiff on 30th October 2017

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Save for material redacted pursuant to s859G of
Companies Act 2006, I certify that this is a true and
complete copy of the composite original seen by

Name:

BEATRICE ROGLUND

Title: Solicitor

Date:

24/10/2017

Deed of Accession and Charge

THIS DEED OF ACCESSION AND CHARGE is made on 16 October 2017

BETWEEN:

- (1) The companies listed in Schedule 1 (the "**New Chargors**");
- (2) **VIOLA BIDCO LIMITED** (registered in England and Wales under number 10953980) (the "**Company**"); and
- (3) **LLOYDS BANK PLC** (the "**Security Agent**").

WHEREAS:

- (A) This Deed is supplemental to a Debenture (the "**Principal Deed**") dated 22 September 2017 between (1) the Company and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the "**Beneficiaries**").
- (B) Each New Chargor has agreed to charge in favour of the Security Agent, on the terms contained in the Principal Deed, 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 and phrases defined in the Principal Deed and principles of interpretation provided for in clauses 1.2 (*Interpretation*) and 1.3 (*Conflict of Terms*) of 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 Intellectual Property" means:

- (a) any Intellectual Property owned by a New Chargor; and
- (b) the benefit of any agreements and licences now or in the future entered into or enjoyed by a New Chargor relating to the use or exploitation of any Intellectual Property in any part of the world,

in each case, which that New Chargor is prohibited from charging or for which third party consent is required and has not yet been obtained in accordance with paragraph (a) of Clause 3.8 (*Intellectual Property consent*) of the Principal Deed.

"Floating Charge Leasehold Property" means all leasehold property owned by a New Chargor which:

- (a) has a term of 15 years or less to run as at the date of this Debenture;
- (b) that New Chargor is prohibited or restricted under the terms of the lease from charging (including for the avoidance of doubt where the lease requires landlord or third party consent to charge); or
- (c) is a rack rent lease.

"Intellectual Property" means 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 (including in relation to semiconductor products) anywhere in the world 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 Intellectual Property" means any Intellectual Property owned by a New Chargor which is material in the context of its business and which is required by it in order to carry on its business as it is being conducted (including but not limited to the Specified Intellectual Property).

"Material Land" means:

- (a) any freehold or leasehold Land with a market value of £500,000 or more; or
- (b) any Land owned by a New Chargor which is material in the context of the business of the Group as a whole and which is required by it in order to carry on its business as it is being conducted.

"Specified Intellectual Property" means the intellectual property listed in Schedule 3 (*Specified Intellectual Property*) in this Deed.

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

3. ASSIGNMENT

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns absolutely to the Security Agent all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies.

4. FIXED SECURITY

4.1 Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges to the Security Agent:

- (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 Debenture, in each case as described in Schedule 2 (*Registered Land to be Mortgaged*) (except for any Floating Charge Leasehold Property);
- (b) by way of legal mortgage, all other Material Land in England and Wales now vested in it and not registered at the Land Registry (except for any Floating Charge Leasehold Property);
- (c) by way of fixed charge:
 - (i) all other Material Land which is now, or in the future becomes, its property (except for any Floating Charge Leasehold Property);
 - (ii) all Material Land which has ceased to fall within the definition of Floating Charge Leasehold Property by virtue of:
 - (1) receipt of the relevant landlord's consent to charge that Material Land, but only with effect from the date on which that consent is obtained; or
 - (2) the term of the lease in relation to any Material Land being extended to more than 15 years;
 - (iii) all interests and rights in or relating to Material Land (except for any Floating Charge Leasehold Property) or the proceeds of sale of such Material 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 4.1;
 - (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 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 Debenture;
- (xi) all its goodwill and uncalled capital for the time being;
- (xii) all Specified Intellectual Property belonging to it;
- (xiii) 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 (except for any Floating Charge Intellectual Property);
- (xiv) 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 (except for any Floating Charge Intellectual Property);
- (xv) 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 (except for any Floating Charge Intellectual Property);
- (xvi) all its rights now or in the future in relation to trade secrets, confidential information and knowhow (except for any Floating Charge Intellectual Property);
- (xvii) with effect from the relevant Intellectual Property Consent Date, all Intellectual Property which by virtue of obtaining third party consent pursuant to paragraph (a) of Clause 3.9 (*Intellectual Property consent*) of the Principal Deed has ceased to be a Floating Charge Intellectual Property;
- (xviii) with effect from the relevant Intellectual Property Consent Date, 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 pursuant to paragraph (a) of Clause 3.9 (*Intellectual Property consent*) of the Principal Deed has ceased to be a Floating Charge Intellectual Property;
- (xix) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(xii) to (xviii) inclusive of this Clause 4.1;
- (xx) all trade debts now or in the future owing to it;
- (xxi) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xxii) 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*) of this Deed;

- (xxiii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;
- (xxiv) 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;
- (xxv) all moneys at any time standing to the credit of any Account and the debt represented by any such credit balance; and
- (xxvi) 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, charges to the Security Agent 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*) of this Deed or effectively charged by any fixed charge contained in Clause 4.1 (*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*) of this Deed with respect to any such Floating Charge Asset (except to the extent permitted under any Finance Document).

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 of this Deed) 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

Except as otherwise permitted under any Finance Document or with the prior written consent of the Security Agent:

- (a) no New Chargor shall create or permit to subsist any Security over any of its Assets;
- (b) no New Chargor shall sell, transfer or otherwise dispose of any of its Receivables; and
- (c) no New Chargor shall:

- (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by any other member of the Group;
- (ii) enter 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
- (iii) enter 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.

7. RIGHT OF APPROPRIATION

7.1 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 The Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable, by notice in writing to the relevant New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged 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 The value of any Financial Collateral appropriated under Clause 7.2 above 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 price source or such other process as the Security Agent may 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 The Security Agent will account to the relevant 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 Each New Chargor agrees that (i) all its Financial Collateral has been delivered, transferred, held, registered or otherwise designated so as to be in the possession or under the control of the Security Agent or a person acting on its behalf; and (ii) the method of valuing such Financial Collateral under Clause 7.3 above 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 that 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 any and all of the following:
 - (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:
 - (iv) "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 Lloyds Bank plc referred to on the charges register or their conveyancer."; and
 - (v) 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*) of this Deed at its own expense, immediately following its execution of this Deed,

but prior to the occurrence of a Declared Default this Clause 8 (*Application to the Land Registry*) shall not apply to any Material Land that is leasehold Land where (a) the lease has 15 years or less to run or (b) where the lease requires the landlord or third party consent to charging

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 (whether or not a Receiver or administrator has been appointed) and any Receiver separately, 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 to:

- (a) give effect to any further assurance, perfection or material obligation which that New Chargor is obliged to do (but has not done within 10 Business Days of being notified by the Security Agent of such failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document the Security Agent considers in its reasonable opinion is necessary for these purposes; and
- (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 the New Chargors under the terms of Clause 21 (*Costs and Expenses*) and Clause 22 (*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 34 (*Notices*) of the Principal Deed. Each New Chargor's address for service is set out in Schedule 1 (*The New Chargors and Notice Details*) of this Deed.

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 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 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 any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding subclause (a) above, any Beneficiary may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Beneficiaries may take concurrent proceedings in any number of jurisdictions.
- (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 Company 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

The New Chargors and Notice Details

New Chargor	Jurisdiction and registration number	Notice Details
Xtrac Transmissions (Holdings) Limited	England and Wales, 09353497	Attention: Stephen Lane Address: Gables Way, Kennet Park, Thatcham, Berkshire, RG19 4ZA, England Email: stephen_lane@xtrac.com
Xtrac Transmissions Limited	England and Wales, 03981388	Attention: Stephen Lane Address: Gables Way, Kennet Park, Thatcham, Berkshire, RG19 4ZA, England Email: stephen_lane@xtrac.com
Xtrac Limited	England and Wales, 01825037	Attention: Stephen Lane Address: Gables Way, Kennet Park, Thatcham, Berkshire, RG19 4ZA, England Email: stephen_lane@xtrac.com
Xtrac Group Limited	England and Wales, 03243346	Attention: Stephen Lane Address: Gables Way, Kennet Park, Thatcham, Berkshire, RG19 4ZA, England Email: stephen_lane@xtrac.com

Schedule 2

Registered land to be mortgaged


Name of Chargor/Registered Proprietor	Description of Property	Title Number
Xtrac Limited	Land at Kennel Park, Thatcham, Berkshire	BK359560

Unregistered land subject to first registration upon the execution of this Deed

The address for service of the Security Agent in the case of registered land is **Lloyds Bank plc, 4th Floor, Citymark, 150 Fountainbridge, Edinburgh EH3 9PE (attention: Fraser McLeish)**

Schedule 3
Specified Intellectual Property

Trademarks

Name of Registered Proprietor	Trademark	Registration Number
Xtrac Transmissions Limited		2013621 (EC) 924924 (International Protocol (Madrid)) 3283322 (U.S.A)

Patents

Name of Registered Proprietor	Patent/catchword	Patent number
Xtrac Limited	CV Joint Fixation	2446891 (UK)
	Gearchange System	1736678 (EU)
	Gearchange System	7428854 (USA)
	CV Joint Fixation	2126389 (EU)
	CV Joint Fixation	8257187 (USA)
	Rear Drive Disconnect	2181011 (EU)
	Gearchange System 2 (with springs)	2166253 (UK)
	Gearchange System 2 (with springs)	8424405 (USA)
	4-Shaft Gearbox for Hybrid Vehicle	2495160 (UK)
	4-Shaft Gearbox for Hybrid Vehicle	2014/0283646 (US)
	4-Shaft Gearbox for Hybrid Vehicle	2731816 (EU)
Xtrac Transmissions Limited	G-Transmission	0909670 (UK)
	Differential	1659313 (EU)

Execution page to Deed of Accession and Charge

EXECUTION

THE NEW CHARGORS

Executed and Delivered as a deed by
XTRAC TRANSMISSIONS (HOLDINGS)
LIMITED
(pursuant to a resolution of its Board of
Directors)
acting by a director in the presence of:

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)
)
)
)
)
)

Director

Name of witness:

CHRISOULA JASSILIOU

Signature of witness:

Address:

CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place,
78 Cannon Street,
London
EC4N 6AF

Executed and Delivered as a deed by
XTRAC TRANSMISSIONS LIMITED
(pursuant to a resolution of its Board of
Directors)
acting by a director in the presence of:

)
)
)
)
)
)
)

Dir

Name of witness:

CHRISOULA JASSILIOU

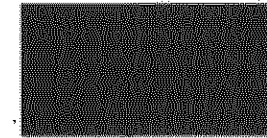
Signature of witness:

Address:

CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place,
78 Cannon Street,
London
EC4N 6AF

Executed and Delivered as a deed by
XTRAC GROUP LIMITED
(pursuant to a resolution of its Board of
Directors)
acting by a director in the presence of:

)
)
)
)
)
)



Director

Name of witness:

CHRISTINA JASSILOW

Signature of witness:



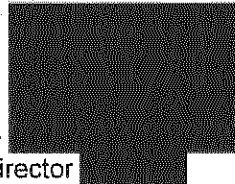
Address:

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.....
.....

CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place,
78 Cannon Street,
London
EC4N 6AF

Executed and Delivered as a deed by
XTRAC LIMITED
(pursuant to a resolution of its Board of
Directors)
acting by a director in the presence of:

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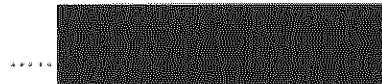


Director

Name of witness:

CHRISTINA JASSILOW

Signature of witness:



Address:

.....
.....
.....

CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place,
78 Cannon Street,
London
EC4N 6AF

THE COMPANY

Executed and Delivered as a deed by
VIOLA BIDCO LIMITED
(pursuant to a resolution of its Board of
Directors)
acting by a director in the presence of:

Director

Name of witness:

CHRISTINA JAT STUON

Signature of witness:

Address:

CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place,
78 Cannon Street,
London
EC4N 6AF

The Security Agent

Signed by
for and on behalf of **LLOYDS BANK PLC** as
Security Agent

Authorized signatory

Date: _____

THE COMPANY

Executed and Delivered as a deed by)
VIOLA BIDCO LIMITED)
(pursuant to a resolution of its Board of)
Directors))
acting by a director in the presence of:)
) Director

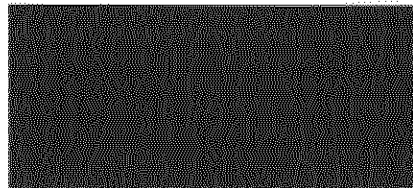
Name of witness:

Signature of witness:

Address:

The Security Agent

Signed by NICOLA KCM)
for and on behalf of **LLOYDS BANK PLC** as)
Security Agent)



)
)
)
)
) Authorised signatory

Date: 16 October 2017