



Registration of a Charge

Company name: **ALBEMARLE SHOREHAM AIRPORT LIMITED**

Company number: **06506097**



X71QIQGO

Received for Electronic Filing: **15/11/2018**

Details of Charge

Date of creation: **06/11/2018**

Charge code: **0650 6097 0007**

Persons entitled: **Longbow Investment No. 3 S.À R.L**

Brief description: **THE AIRPORT LAND AND THE COMMERCIAL LAND AT SHOREHAM AIRPORT, PENDING FIRST REGISTRATION, AS DESCRIBED IN THE LEASE DATED 6 NOVEMBER 2018 AND MADE BETWEEN (1) BRIGHTON AND HOVE CITY COUNCIL AND WORTHING BOROUGH COUNCIL, (2) THE CHARGOR AND (3) THE JOINT ADMINISTRATORS. THE DEVELOPMENT LAND AT SHOREHAM AIRPORT, PENDING FIRST REGISTRATION, AS DESCRIBED IN THE LEASE DATED 6 NOVEMBER 2018 AND MADE BETWEEN (1) BRIGHTON AND HOVE CITY COUNCIL AND WORTHING BOROUGH COUNCIL, (2) THE CHARGOR AND (3) THE JOINT ADMINISTRATORS. THE ACCESS LAND AT SHOREHAM AIRPORT, PENDING FIRST REGISTRATION, AS DESCRIBED IN THE LEASE DATED 6 NOVEMBER 2018 AND MADE BETWEEN (1) BRIGHTON AND HOVE CITY COUNCIL AND WORTHING BOROUGH COUNCIL, (2) THE CHARGOR AND (3) THE JOINT ADMINISTRATORS. THE GRAZING LAND AT SHOREHAM AIRPORT, PENDING FIRST REGISTRATION, AS DESCRIBED IN THE LEASE DATED 6 NOVEMBER 2018 AND MADE BETWEEN (1) BRIGHTON AND HOVE CITY COUNCIL AND WORTHING BOROUGH COUNCIL, (2) THE CHARGOR AND (3) THE JOINT ADMINISTRATORS.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **GOWLING WLG (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6506097

Charge code: 0650 6097 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th November 2018 and created by ALBEMARLE SHOREHAM AIRPORT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th November 2018 .

Given at Companies House, Cardiff on 19th November 2018

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

Dated 6 November 2018

ALBEMARLE SHOREHAM AIRPORT LIMITED (IN ADMINISTRATION) (1)
AS CHARGOR

SIMON JAMES UNDERWOOD AND DAVID ROBERT THURGOOD (2)
AS JOINT ADMINISTRATORS

AND

Longbow Investment No. 3 S.À R.L. (3)
AS CHARGEES

SUPPLEMENTAL LEGAL CHARGE



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THIS DEED OF SUPPLEMENTAL LEGAL CHARGE is made by way of deed
on 6 November 2018

BETWEEN:

- (1) **ALBEMARLE SHOREHAM AIRPORT LIMITED** (in administration) registered with company number 06506097 and registered office at Lynton House, 7-12 Tavistock Square, London WC1H 9LT (the "**Chargor**");
- (2) **SIMON JAMES UNDERWOOD** and **DAVID ROBERT THURGOOD** of Menzies LLP, Lynton House, 7-12 Tavistock Square, London WC1H 9LT (the "**Joint Administrators**"); and
- (3) **Longbow Investment No. 3 S.À R.L** as chargee (the "**Chargee**"), which expression shall include all successors, assignees and transferees from time to time.

WHEREAS:

- (A) Pursuant to the Original Facility Agreement (as defined below), the Chargee provided loan facilities of up to £16,100,000 to Single Source Aviation Brighton LLP.
- (B) The Joint Administrators were appointed joint administrators of the Chargor (among others) on 7 September 2016 pursuant to paragraph 14 of Schedule B1 of the Insolvency Act 1986 and the Chargee agreed to provide the Admin Facility Agreement (as defined below) to the Chargor (among others), secured (among other things) by the Admin Security Agreement (as defined below).
- (C) The Chargor enters into this Deed in connection with the Facility Agreements (as defined below), clauses 17.5 (*Land*) and 14 (*Further Assurances*) of the Original Security Agreement (as defined below), and clauses 18.5 (*Land*) and 15 (*Further Assurances*) of the Admin Security Agreement (as defined below).
- (D) It has been agreed that the parties will enter into a deed of consent, amendment and confirmation (the "**CAC Deed**") in connection with the same.
- (E) Pursuant to the CAC Deed, the parties hereto now wish to enter into this Deed which is in addition to the Original Security Agreements (as defined below), the Original Finance Documents, the Admin Security Agreement, Admin Finance Documents and which secures in favour of the Chargee the Charged Assets. The parties hereto do not intend that this Deed

will (and this Deed shall not, nor shall it be deemed to) substitute, replace, revoke, cause to be released, or discharge (nor it shall merge with) the Original Security Agreements and/or the other Original Finance Documents nor the Admin Security Agreements or the Admin Finance Documents. It is supplemental to all existing security.

- (F) The Chargor enters into this Deed to secure the payment, performance and discharge of the Secured Liabilities (as defined below).
- (G) 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 document under hand.

NOW THE DEED WITNESSES as follows:

1 INTERPRETATION

1.1 Terms defined

In this Deed, unless the context otherwise requires:

Admin Facility Agreement means the facility agreement in respect of a secured loan facility dated 31 August 2017 between, amongst others, (1) the Borrower as borrower, (2) the Joint Administrators and (3) Chargee as lender (as varied, restated and/or amended from time to time including pursuant to the CAC Deed);

Admin Finance Document means:

- (a) the Admin Facility Agreement;
- (b) each "Security Document" as defined therein (including the Admin Security Agreement and the Rent Account Charge referred to in the Priority Deed);
- (c) each Original Security Agreement;
- (d) the CAC Deed;
- (e) the Priority Deed;

- (f) the Confirmation Deed (as defined in the Admin Facility Agreement);
- (g) this Supplemental Legal Charge;
- (h) any other "Finance Document" as defined or referred to in the Admin Facility Agreement; and

any other document, instrument or agreement designated as such from time to time by the Chargor and the Chargee;

Admin Security Agreement the security agreement (incorporating a guarantee) dated 31 August 2017 made between, among others the Chargor, the Joint Administrators and the Chargee;

ASAL New Headleases means the headleases described in Schedule 1 to this Deed;

Charged Assets means the ASAL New Headleases and all of the other assets and undertaking of each Chargor from time to time mortgaged, charged or assigned (or intended to be mortgaged, charged or assigned) by way of fixed and/or floating security or other Security under this Deed as security for the payment, performance or discharge of all or any part of the Secured Liabilities and "Charged Asset" shall be construed accordingly;

Deed of Priority means the deed of priority dated 31 August 2017 between, among others, the Chargee, the Joint Administrators and the Chargor;

Facility Agreements means the Original Facility Agreement and the Admin Facility Agreement;

Headlease means the ASAL New Headleases and any other headlease under which the Chargor holds title to any of the Property from time to time;

Mortgaged Property means all the Chargor's right, title and interest in the Headleases;

Original Facility Agreement means the facility agreement made between, among others, the Chargor, Single Source Aviation Brighton LLP and the Chargee dated 16 June 2014 (as amended and restated on 18 February 2015 and on 7 May 2015 and further amended and restated on 16 December 2015 and subsequently included under the CAC Deed);

Original Finance Document means:

- (a) the Original Facility Agreement;
- (b) each Original Security Agreement;
- (c) the Priority Deed;
- (d) the Confirmation Deed (as defined in the Admin Facility Agreement);
- (e) the CAC Deed;
- (f) any other "Finance Document" as defined or referred to in the Original Facility Agreement; and
- (g) any other document, instrument or agreement designated as such thereunder;

Original Security Agreements means:

- (h) the security agreement (incorporating a guarantee) made between, among others, the Chargor and the Chargee dated 16 June 2014; and
- (i) the Supplemental Security Agreement dated 16 June 2014 made between the Chargor and the Chargee;

Priority Deed	means the deed of priority dated 31 August 2017 made between, among others, the Chargor, the Joint Administrators and the Chargee;
Security	means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect; and
Secured Liabilities	means: <ul style="list-style-type: none"> (a) all past, present and future obligations and liabilities (whether owed jointly or severally, whether incurred as principal or surety, whether or not in respect of indebtedness and whether present or future, actual or contingent) of the Chargor to the Chargee, including, without limitation, under or in connection with each Original Finance Document; and (b) all past, present and future obligations and liabilities (whether owed jointly or severally, whether incurred as principal or surety, whether or not in respect of indebtedness and whether present or future, actual or contingent) of the Chargor to the Chargee, including, without limitation, under or in connection with each Admin Finance Document (including, without limitation, this Deed).

1.2 Terms defined in Existing Security Agreements

- (a) Unless the context requires otherwise or unless otherwise defined in this Deed, words and expressions defined in the Facility Agreements and the Original Security Agreements and the Admin Security Agreement shall have the same meanings when used in this Deed.
- (b) Any reference in this Deed to a mortgage, charge or assignment of any asset or property shall be construed so as to include:

- (i) the proceeds of sale of any part of that asset or property, and any other monies paid or payable in respect of or in connection with that asset or property;
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title in respect of that asset or property and all other rights, benefits, claims, contracts, warranties, remedies, Security or indemnities in respect of that asset or property (including, in respect of the Mortgaged Property, under any Headlease); and
- (iii) in respect of any Mortgaged Property, all Premises and Fixtures from time to time in or on that property.

1.3 Application of provisions in the Original Security Agreement and the Admin Security Agreement

Clauses 1.2 (*Construction*), 1.3 (*Avoidance*), 3.3 (*Title Guarantee*), 5 (*Provisions as to Security*) to 20 (*Notices*) (inclusive) and Clause 24 (*Third party Rights*) of the Original Security Agreements (or any equivalent provisions of the Admin Security Agreement) deemed to be incorporated into this Deed with all necessary modification as if they were set out in full in this Deed.

1.4 Incorporation

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of any Original Finance Document and Admin Finance Document to which the Chargee and the Chargor are parties (other than this Supplemental Legal Charge) are incorporated in this Supplemental Legal Charge.

1.5 Inconsistency

- (a) If there is any inconsistency between the terms of this Supplemental Legal Charge and those of the Original Facility Agreements or the Original Security Agreements, then (as between the Chargor and the Chargee) terms of this Supplemental Legal Charge shall prevail.

- (b) If there is any inconsistency between the terms of this Supplemental Legal Charge and those of the Admin Facility Agreements or the Admin Security Agreement, then those latter documents shall prevail.

1.6 Confirmation

The Chargor confirms that:

- (a) this Supplemental Legal Charge is a Finance Document (under and as defined in the Facility Agreements) and a Security Document (under and as defined in the Facility Agreements);
- (b) it remains subject to the Priority Deed as confirmed in the CAC Deed;
- (c) each of the BCAL Services Agreement and Occupational Lease to BCAL (each as defined in and as may be varied pursuant to the CAC Deed) are and remain a Material Contract under the relevant Original Finance Documents and Admin Finance Documents and are subject to their security; and
- (d) the Co-operation Agreement (as defined in the CAC Deed) shall be a Material Contract under the relevant Original Finance Documents and Admin Finance Documents and is subject to their security.

2 SECURITY CONFIRMATION

Each of the parties hereto, without prejudice to, and in addition to the other provisions of this Deed, acknowledges, confirms and agrees that:

- (a) all the Security created by the Chargor under this Deed is created in order to secure the Secured Liabilities;
- (b) all the Security created by the Chargor under this Deed is created in addition to the Security created by the Original Security Agreements and the Admin Security Agreement (which, for the avoidance of doubt, is intended to extend to all of the Secured Liabilities); and
- (c) (for the avoidance of doubt) by entering into this Deed the Original Security Agreements and the Admin Security Agreement shall not be (nor shall they be

construed or deemed to be), released, discharged, terminated, substituted, replaced or revoked in any respect (nor shall it merge with any other security).

3 REPRESENTATIONS

3.1 Making of Representations and warranties

The Chargor makes the representations and warranties set out in this Clause 2 to the Chargee. The representations and warranties so set out are made on the date of this Deed and are deemed to be repeated by the Chargor throughout the Security Period on each day that representations or warranties are repeated under the Finance Documents with reference to the facts and circumstances then existing.

4 FIXED SECURITY

4.1 The Chargor, as continuing security for the payment, performance and discharge of all the Secured Liabilities and in the manner specified in clause 2.3 (*Title Guarantee*) of the Admin Security Agreement:

(a) charges to the Chargee by way of first legal mortgage (subject to the Priority Deed) all its right, title, benefit and interest in, to and under:

- (i) the Mortgaged Property;
- (ii) the proceeds of sale of the Mortgaged Property; and
- (iii) all licenses to enter upon or use the Mortgaged Property and the benefits of all agreements relating to the Mortgaged Property;

(b) to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 4.1 above (subject to the Priority Deed), charges in favour of the Chargee by way of first fixed charge (subject only to the Priority Deed) all its rights, title, benefit and interest (both present and future) in, to and under each of the following including all rights of enforcement of the same:

- (i) (to the extent not assigned pursuant to Clause 4.2) any agreement relating to the acquisition of the Mortgaged Property and the benefit of all agreements,

contracts, deeds, undertakings, guarantees, warranties and other documents now or hereafter in existence in relation to the Mortgaged Property;

- (ii) all plant and machinery now or in the future belonging to it and its interest in any plant or machinery in its possession and in all Fixtures, in each case on the Mortgaged Property;
- (c) charges in favour of the Chargee by way of a first fixed charge (subject only to the Priority Deed) all its rights, title, benefit and interest (both present and future) in, to and under
 - (i) (to the extent not assigned pursuant to Clause 4.2) all of its benefits, claims and returns of premiums in respect of the Insurances;
 - (ii) all permissions of whatsoever nature and whether statutory or otherwise, held in connection with the Mortgaged Property and the right to recover and receive all compensation which may be payable to it;
 - (iii) (to the extent not assigned pursuant to Clause 4.2) to the extent vested in it, all building contracts, professionals' appointments, guarantees, warranties and representations given or made by any building contractors, professional advisers or any other person in relation to the Mortgaged Property, including all rights and remedies available to it against such persons;
 - (iv) any patents, trade marks, copyrights, registered or other designs (including, without limitation, designs relating to any construction works on the Mortgaged Property) and any other intellectual property assets or rights; and
 - (v) all assets which are specified in Clause 4.2 below and are not capable of assignment.

4.2 The Chargor in the manner specified in Clause 3.3 (*Title Guarantee*) of the Admin Security Agreement, assigns and agrees to assign to the Chargee absolutely as continuing security for the payment, performance and discharge of the Secured Liabilities all of its right, title, benefit and interest (both present and future) in, to and under:

- (a) all Rental Income (including, for the avoidance of doubt, all future Rental Income) and any guarantee of any such Rental Income in its favour contained in or relating to any

Occupational Lease (including any Intermediate Headlease) or otherwise in respect of the Mortgaged Property;

- (b) all Net Operating Income and any Airport Income (including, for the avoidance of doubt, all future Net Operating Income) and any guarantee of any such Net Operating Income;
- (c) all Occupational Leases (including any Intermediate Headlease) of all or any part of the Mortgaged Property;
- (d) all its rights (if any) under any Insurances relating to the Mortgaged Property to which the Chargor is otherwise entitled (including any claims or payments under, and returns of premiums in respect of, the Insurances);
- (e) all agreements, contracts, deeds, appointments, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future so as to enable the Chargee to perfect its rights under this Deed or any such agreement, contract, deed, licence, undertaking, guarantee, covenant, warranty, representation or other document) entered into by or given to the Chargor in respect of the Mortgaged Property (including, without limitation, any Management Agreement including all:
 - (i) claims, remedies, awards or judgments paid or payable to the Chargor (including, without limitation, all liquidated and ascertained damages payable to the Chargor under the above); and
 - (ii) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against, any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer of any Fixture;

in each case, relating to all or any part of the Mortgaged Property or such related Charged Assets;

- (f) all licences held now or in the future in connection with the business carried on upon all or any part of the Mortgaged Property and also the right to recover and receive all compensation which may at any time become payable to the Chargor under the Licensing Act 1964 or any similar legislation.

- 4.3 To the extent that any such right, title, benefit and interest described in Clause 4.2 is not assignable or capable of assignment, such assignment purported to be effected by Clause 4.2 shall operate, as continuing Security for the payment, discharge, performance and satisfaction of the Secured Liabilities, as an assignment of any and all proceeds of such right, title, benefit or interest paid or payable thereunder save for any proceeds or other amounts properly payable to any third party and to which the Chargor has no right, title, benefit or interest.

5 THE LAND REGISTRY

The Chargor shall, at the direction of the Chargee, promptly apply on Form RX1 to the Land Registry (and the Chargor hereby consents to any such application being made by the Chargee) for a restriction in the following terms to be entered on the registers of each title of the Mortgaged Property:

"No disposition [or specify details] of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, 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 in the charges register or his conveyancer."

6 TACKING

The obligation (if any) on the part of the Chargee (as Lender) to make further advances to the Chargor or any other persons under any of the Facility Agreements is deemed to be incorporated in this Deed as if set out in this Deed, and all further advances at any time shall constitute Secured Liabilities. The Chargor shall promptly apply on form CH2 (and the Chargor hereby consents to any such application being made by the Chargee) to the Land Registry for a note of such obligation to be entered on the registers of each title of the Mortgaged Property.

7 LAND

- 7.1 If any title to any of the Mortgaged Property at any time is not registered at the Land Registry, the Chargor shall ensure that no person other than a Chargor shall be registered under the Land Registration Act 2002 or otherwise as the proprietor of all or any part of such Mortgaged Property without the prior consent in writing of the Chargee.

7.2 In the case of the title to any of the Mortgaged Property which is not registered at the Land Registry (including, in particular, any unregistered Mortgaged Property subject to compulsory first registration at the Land Registry under the provision of the Land Registration Act 2002 as at the date of this Deed) the Chargor shall promptly:

- (a) apply on Form FR1 for the first registration of the title to such property at the Land Registry or on Form CM1 in the case of any such Mortgaged Property to be registered at the Land Registry as commonhold property;
- (b) apply on Form RX1 for a restriction against such title in the form set out in Clause 5 (*The Land Registry*) of this Deed (as applicable);
- (c) make an application on Form CH2 pursuant to Clause 6 (*Tacking*) of this Deed;
- (d) pending such applications, (unless the Chargee otherwise directs) register this Deed in respect of such property at the Land Charges Registry pursuant to the Land Charges Act 1972; and
- (e) in any such case, within 5 Business Days after the completion of any such registration provide the Chargee with a copy of the relevant Title Information Document issued by the Land Registry recording such registration(s) within the applicable priority period.

and the Chargor hereby consents, in each such case, to any such application being made by the Chargee.

8 GOVERNING LAW AND ENFORCEMENT

This Deed (and any non-contractual obligations arising out of or in connection with it) are governed by, and shall be construed in accordance with, English law. The Parties hereby submit to the exclusive jurisdiction of the English Courts.

9 COUNTERPARTS

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

10 SECURITY DOCUMENTS

This Deed is a Security Document and a Finance Document for the purpose of each Facility Agreement and all Finance Documents.

11 EXISTING SECURITY AGREEMENTS

Save as supplemented hereby, the Original Security Agreements and the Admin Security Agreement shall continue in full force and effect in accordance with their terms.

12 JOINT ADMINISTRATORS

12.1 It is hereby expressly agreed that the Joint Administrators are acting as agents of the Chargor save only when by law such agency cannot arise or continue and join in this Deed in their personal capacities solely for the purpose of receiving the benefit of the exclusions of liability and acknowledgements in their favour contained in this Deed and in any event neither they, their firm, partners, members, employees, advisors, representatives or agents shall incur any personal liability hereunder or under any document executed pursuant to this Deed.

12.2 All representations, warranties, conditions, guarantees and stipulations, express or implied, statutory, customary or otherwise on the part of the Joint Administrators in respect of this Deed are expressly excluded.

12.3 The Chargee agrees that the terms and conditions of this Deed and the exclusions and limitations contained in clauses 12.1 and 12.2 are fair and reasonable having regard to the circumstances in which the Admin Facility Agreement has been made available to the Chargor (among others), and the fact that the Chargor is an entity in administration.

IN WITNESS whereof this Deed has been executed and delivered as a deed by each of the parties hereto the day and year first before written.

SCHEDULE 1

ASAL NEW HEADLEASES

No	Registered Proprietor	Title Number	Property Description
1	Albemarle Shoreham Airport Limited (in administration)	Pending first registration	The Airport Land and the Commercial Land at Shoreham Airport as described in the lease dated the same date as this Deed and made between (1) Brighton and Hove City Council and Worthing Borough Council, (2) the Chargor and (3) the Joint Administrators
2	Albemarle Shoreham Airport Limited (in administration)	Pending first registration	The Development Land at Shoreham Airport as described in the lease dated the same date as this Deed and made between (1) Brighton and Hove City Council and Worthing Borough Council, (2) the Chargor and (3) the Joint Administrators
3	Albemarle Shoreham Airport Limited (in administration)	Pending first registration	The Access Land at Shoreham Airport as described in the lease dated the same date as this Deed and made between (1) Brighton and Hove City Council and Worthing Borough Council, (2) the Chargor and (3) the Joint Administrators
4	Albemarle Shoreham Airport Limited (in administration)	Pending first registration	The Grazing Land at Shoreham Airport as described in the lease dated the same date as this Deed and made between (1) Brighton and Hove City Council and Worthing Borough Council, (2) the Chargor and (3) the Joint Administrators

SIGNATORIES TO THE LEGAL CHARGE

The Chargor

Executed as a deed for and on behalf of

ALBEMARLE SHOREHAM AIRPORT

LIMITED (in administration) by its Joint Joint Administrator

Administrators (both signing as its agent

without personal liability) in the presence

of:

SIMON JAMES UNDERWOOD

Print Name

Witness Signature:

Witness Name (BLOCK CAPITALS):

Witness Occupation:

Witness Address:

CAROLINE DAVIDPORT

Insolvency Manager

Joint Administrator

DAVID ROBERT THOMSON

Print Name

Witness Signature:

Witness Name (BLOCK CAPITALS):

Witness Occupation:

Witness Address:

CAROLINE DAVIDPORT

Insolvency Manager

Address for notices:

Address:

Menzies LLP

Lynton House

7-12 Tavistock Square

London

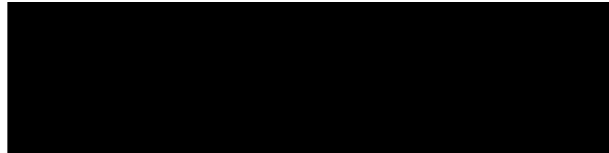
WC1H 9LT

FAO:

Simon Underwood

The Joint Administrators

Signed as a deed by the **JOINT ADMINISTRATORS** on their own behalf and on behalf of each fellow Joint Administrator in the presence of:



Joint Administrator

SIMON JAMES UNDERWOOD

Print Name

Witness Signature:



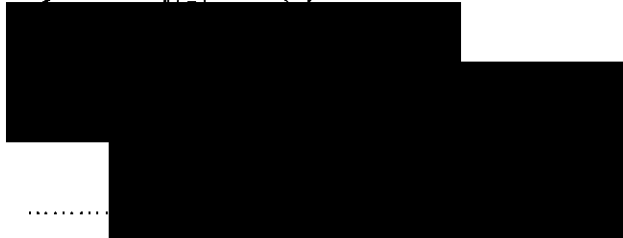
Witness Name (BLOCK CAPITALS):

CAROLINE DAVENPORT

Witness Occupation:

Insolvency Manager

Witness Address:



Joint Administrator

DAVID ROBERT THURGOOD

Print Name

Witness Signature:



Witness Name (BLOCK CAPITALS):

CAROLINE DAVENPORT

Witness Occupation:

Insolvency Manager

Witness Address:



Address for notices:

Address:

Menzies LLP
Lynton House
7-12 Tavistock Square
London
WC1H 9LT

FAO:

Simon Underwood

The Chargee

EXECUTED as a **DEED** by

Longbow Investment No. 3 S.À R.L.
a *Société à responsabilité limitée*

Signature in the name of the company

Longbow Investment No. 3 S.À R.L.

organized and existing under the laws of
the Grand Duchy of Luxembourg acting
by

..... ERIC LIE

Signature:

Authorised Signatory

being a person who in accordance with
the laws of that territory is acting
under the authority of

Longbow Investment No. 3 S.À R.L. and in
the presence of a witness

Witness Signature:

Witness Name (BLOCK CAPITALS):

Witness Occupation:

Witness Address:

Address for notices:

Address: Longbow Investment No. 3 S.À R.L.
2 Boulevard Konrad Adenauer
L-1115 Luxembourg
Grand-Duchy of Luxembourg
Fax No: +352 26 25 88 79
FAO: The Board of Managers