



**Registration of a Charge**

Company name: **KANTAR GROUP HOLDINGS LTD**

Company number: **12292179**

Received for Electronic Filing: **27/04/2020**



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**Details of Charge**

Date of creation: **24/04/2020**

Charge code: **1229 2179 0001**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED AS SECURITY AGENT AND TRUSTEE FOR ITSELF AND THE OTHER SECURED PARTIES (AS DEFINED IN THE INSTRUMENT)**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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:

**LUDOVICO GIANNOTTI**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 12292179

Charge code: 1229 2179 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th April 2020 and created by KANTAR GROUP HOLDINGS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th April 2020 .

Given at Companies House, Cardiff on 28th April 2020

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



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



## DEED OF PLEDGE OVER REGISTERED SHARES KANTAR INTERNATIONAL HOLDINGS B.V.

On this day, the twenty-fourth day of April two thousand and twenty, appeared before me, Wijnand Hendrik Bossenbroek, civil law notary at Amsterdam:  
Maria Louise van der Laan, employed at the offices of me, civil law notary, located at 1082 PR Amsterdam, the Netherlands, Beethovenstraat 400, born in Jacobswoude, the Netherlands, on the twelfth day of June nineteen hundred ninety-four, acting for the purposes of this Deed as the holder of written powers of attorney from:

1. **Kantar Group Holdings Limited**, a company under the laws of England and Wales, having its registered office at 200 Aldersgate Street, 11<sup>th</sup> Floor, London, EC1A 4HD, United Kingdom, registered with Companies Registration Office London under number 12292179, as pledgor (the "**Pledgor**");
2. **Wilmington Trust (London) Limited**, a company incorporated under the laws of England and Wales, having its registered office at Third Floor, 1 King's Arms Yard, London, EC2R 7AF, United Kingdom, registered with Companies House under number 05650152, as pledgee (the "**Pledgee**"); and
3. **Kantar International Holdings B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) having its corporate seat at Amsterdam (address: 1077 XX Amsterdam, Strawinskylaan 1209, Tower A, twelfth floor, trade register number: 76237443), as company (the "**Company**").

The person appearing, acting in the aforementioned capacities, declared as follows:

### WHEREAS

The Pledgee acts as a security agent for the benefit of the Secured Parties and, for the purpose of the creation of the rights of pledge in favour of the Pledgee in its capacity as security agent, the Pledgor will have monetary payment obligations to the Pledgee under or in connection with its Parallel Debt.

### DEFINITIONS AND INTERPRETATION

#### Article 1

##### 1.1 Definitions Intercreditor Agreement

Unless otherwise defined in this Deed, capitalised terms and expressions defined in the Intercreditor Agreement have the same meanings when used in this Deed.

##### 1.2 Definitions

In this Deed:

"**Applicable Acceleration Event**" means a Senior Acceleration Event, a Cash Management Facility Acceleration Event or a Senior Secured Notes Acceleration Event, all as defined in the Intercreditor Agreement.

"**Article**" means an article in this Deed.

"**Collateral**" means all Shares, New Shares and Share Receivables, including dependent rights and ancillary rights and all other rights attached thereto (other than Voting Rights and Meeting Rights).

"**DCC**" means the Dutch Civil Code (*Burgerlijk Wetboek*).



**"Enforcement Event"** means the occurrence of an Applicable Acceleration Event which is continuing, provided that also a default has occurred as referred to in section 3:248 DCC with respect to the payment of the Secured Obligations.

**"Deed"** means this deed of pledge over registered shares.

**"Intercreditor Agreement"** means the intercreditor agreement dated the twenty-sixth day of November two thousand and nineteen, made between, among others, Summer (BC) Bidco B LLC as US Bidco, Summer (BC) Holdco B S.á r.l. as ROW Bidco, the Pledgee as original senior agent, U.S. Bank Trustees Limited as original senior secured notes trustee and original topco notes trustee and the Pledgee as senior security agent, topco creditor security agent and common security agent.

**"Meeting Rights"** means the rights as referred to in section 2:227 DCC.

**"New Shares"** means any and all shares in the share capital of the Company which the Pledgor will acquire after the execution of this Deed.

**"Parallel Debt"** means the parallel debt as referred to in clause 20.3 (Parallel Debt (*Covenant to Pay the Security Agent*)) of the Intercreditor Agreement.

**"Party"** means a party to this Deed.

**"Pledge"** means any pledge created and purported to be created under this Deed.

**"Secured Debt Document"** has the meaning given thereto in the Intercreditor Agreement.

**"Secured Obligations"** means all monetary payment obligations, whether present or future, actual or contingent, owed by a Debtor and a Third Party Security Provider to the Pledgee under or in connection with its Parallel Debt (and if the Pledge cannot validly secure a Parallel Debt, the Corresponding Debt itself should be the Secured Obligations).

**"Secured Parties"** has the meaning given to such term in the Intercreditor Agreement, save that (i) any references to the "Agents", the "Arrangers" or the "Secured Creditors" shall be read as references to the Senior Agents, the Senior Arrangers or the Senior Secured Creditors respectively, and (ii) the term "Agent" shall be a reference to the Pledgee.

**"Senior Facilities Agreement"** means the senior facilities agreement dated the twenty-sixth day of November two thousand and nineteen, made between, among others, Summer (BC) Bidco B LLC as US Bidco, Summer (BC) Holdco B S.á r.l. as ROW Bidco, the Pledgee as agent and security agent.

**"Share Receivables"** means all present and future rights of the Pledgor against the Company related to the Shares and New Shares (other than Voting Rights and Meeting Rights), including rights to dividend, conversion, repurchase, capital repayment, bonus shares, stock dividend, liquidation proceeds, or other forms of distributions, warrants, claims and options, in each case to the extent capable of being pledged and including dependent rights and ancillary rights and all other rights attached thereto.

**"Shares"** means one billion five hundred seventy-eight million six hundred eight thousand eight hundred and fifty-six (1,578,608,856) registered ordinary shares in the share capital of the Company, with a nominal value of one euro (EUR 1) each, numbered 1 up to and including 1,578,608,856.

**"Voting Rights"** means the voting rights attached to the Shares and the New Shares.



### 1.3 Construction and interpretation

- a. A reference to any agreement, deed or other document is a reference to such agreement, deed or other document as amended, novated, supplemented, extended or restated.
- b. A reference to the "Pledgee" or the "Pledgor" shall be construed to include its respective successors or assigns.
- c. The word "includes" and its derivatives means "includes, but is not limited to" and corresponding derivative expressions.
- d. A "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality).
- e. A "right" against a person means a right to receive an amount of money from that person and any other right against that person.
- f. Capitalised terms and expressions denoting the singular shall include the plural and vice versa.
- g. The words used in this Deed to describe legal concepts, although in English, refer to concepts under the laws of the Netherlands only and the interpretation of those words under the laws of any country other than the Netherlands is to be disregarded.

### 1.4 Designation of this Deed

This Deed is a Transaction Security Document.

### 1.5 Conflicts

Notwithstanding anything in this Deed to the contrary, the Pledge granted to the Pledgee under this Deed and the exercise of any rights and remedies of the Pledgee under this Deed are subject to the provisions of the Senior Facilities Agreement and the Intercreditor Agreement. If there is a conflict between this Deed and the Senior Facilities Agreement or the Intercreditor Agreement then the provisions of the Senior Facilities Agreement or the Intercreditor Agreement (as applicable) will take priority over the provisions of this Deed and if there is a conflict between the Senior Facilities Agreement and the Intercreditor Agreement in relation to an article in this Deed then the Intercreditor Agreement will take priority over the Senior Facilities Agreement, all to the extent permitted by law and provided it does not affect (i) the validity and enforceability of the Pledge and (ii) Clause 13 (*Governing law and jurisdiction*).

## AGREEMENT AND CREATION OF PLEDGE

### Article 2

#### 2.1 Agreement to pledge Collateral

The Pledgor hereby agrees to pledge to the Pledgee, on the terms of this Deed, all its Collateral.

#### 2.2 Creation of pledge over Collateral

As security for the payment when due of the Secured Obligations, the Pledgor hereby pledges to the Pledgee, where applicable and to the extent permitted by law in advance, all its Collateral. The Pledgee, where applicable and to the extent permitted by law in



advance, hereby accepts such pledge.

### 2.3 Parties' intent

- a. The Pledgor confirms that the Pledge is intended to extend to, and shall not be affected by, any amendment, variation, increase, extension, addition or other event (however fundamental) of, to or affecting any Secured Debt Document and/or of, to or affecting any facility or amount made available under any Secured Debt Document and notwithstanding any other event that may affect the Secured Obligations:
  - i. including any rescheduling of indebtedness under any facility, any accession of a party to or retirement of a party from any Secured Debt Document, any deferral or redenomination of any amount owing under any Secured Debt Document, any change in the purpose for which any facility or amount is made available, any addition of a new facility, any increase of the amount of a facility, or any increase in the margin, fee or commission or any other amount owing or accruing under any Secured Debt Document; and
  - ii. irrespective of whether the purpose of that amendment, variation, increase, extension, addition or other event is to carry out business acquisitions of any nature, to increase working capital, to enable distributions to be made to shareholders, to carry out restructurings, to refinance existing facilities, to refinance any other indebtedness, to make facilities available to new borrowers, or any other purpose, and shall likewise extend to any fees, costs and/or expenses associated with any such amendment, variation, increase, extension, addition or other event.
- b. The Pledgor and the Pledgee confirm and agree that, to the extent the Secured Obligations are transferred to the Pledgor or any other person by way of subrogation or otherwise, whether in whole or in part, the Pledge shall not secure the Secured Obligations so transferred and neither the Pledgor nor any other person shall have the benefit of the Pledge or any rights of the Pledgee under this Deed to the extent related to the Secured Obligations so transferred.
- c. Paragraph b. above shall not apply if the Pledgee transfers its rights under the Secured Obligations to a successor security agent in accordance with the terms of the Intercreditor Agreement (the "**New Security Agent**") and the Pledgor and the Pledgee confirm and agree that if the Pledgee transfers its rights under the Secured Obligations to a New Security Agent, it is intended that, to the extent possible under the laws of the Netherlands:
  - i. the New Security Agent will have the benefit of the Pledge and any rights of the Pledgee under this Deed as if it were the original Pledgee;
  - ii. claims of the New Security Agent arising after the date of such transfer and falling within the definition of Secured Obligations will be secured by the Pledge;
  - iii. Collateral acquired by the Pledgor after the date of such transfer will be



- subject to the Pledge (and the Pledgor agrees and confirms that any Pledge created by the Pledgor in advance shall be deemed to have been created also for the benefit of such New Security Agent); and
- iv. any power of attorney or waiver granted to the Pledgee under this Deed will be deemed to have been created also for the benefit of such New Security Agent and can be enforced against the Pledgor by the New Security Agent.

## REPRESENTATIONS AND WARRANTIES

### Article 3

The Pledgor represents and warrants to the Pledgee that on the date of this Deed and on each date the Pledgor acquires any Collateral (each representation made after the execution of this deed shall be deemed to be made by reference to the facts and circumstances existing at that date):

- a. it has title to its Collateral (to the extent acquired prior to the moment of this representation) and power to dispose of and encumber that Collateral;
- b. except as permitted under the Secured Debt Documents, its Collateral is not subject to any limited right or other encumbrance, no offer has been made or agreement entered into to transfer or encumber its Collateral, whether or not in advance, and no attachment has been levied on its Collateral; and
- c. its Collateral is freely transferable and capable of being pledged.

## VOTING RIGHTS

### Article 4

The Voting Rights shall be vested in (*toekomen aan*) the Pledgee, subject to the cumulative conditions precedent that (i) an Enforcement Event has occurred and (ii) the Company and the Pledgor have been notified in writing by the Pledgee that it wishes to exercise the Voting Rights. The Company confirms (and the Pledgor agrees) that a written notice from the Pledgee to the Company and the Pledgor in accordance with the provisions of this Deed, stating that an Enforcement Event has occurred which is continuing and that the Pledgee wishes to exercise the Voting Rights shall be sufficient for it to accept the Pledgee as being exclusively entitled to exercise the Voting Rights. Until the notice referred to in the preceding sentence has been sent the Meeting Rights shall not accrue to the Pledgee.

## AUTHORITY TO COLLECT

### Article 5

- a. The Pledgor may collect its Share Receivables to the extent permitted under the Secured Debt Documents.
- b. Upon the occurrence of an Enforcement Event, the Pledgee may inform the Pledgor that it is no longer authorised to collect the Share Receivables from the Company and notify, or instruct the Pledgor to notify, the Company to make all further payments into a bank account designated by the Pledgee.
- c. Following the exercise by the Pledgee of its rights under paragraph b. above, the Pledgor may no longer collect its Share Receivables and the Pledgee shall be solely authorised to collect those Share Receivables. The Pledgee's authority to collect the Share Receivables includes the right or authority to demand, by legal proceedings or otherwise, payment by





the Company of those Share Receivables and the Pledgee is hereby authorised to enter into compromises, settlements and other agreements with the Company, to grant a discharge in respect of the Share Receivables and to exercise all other rights of the Pledgor in connection with its Share Receivables (including causing any or all of them to be due and payable). The Pledgor hereby undertakes not to take any of the actions described in the previous sentence following the exercise by the Pledgee of its rights under paragraph b. above.

- d. The Pledgor hereby in advance waives any right it may have to request authorisation of the competent court for the collection of its Share Receivables as referred to in section 3:246(4) DCC.

## ENFORCEMENT

### Article 6

- a. Upon the occurrence of an Enforcement Event, the Pledgee may, without any further notice of default or other notice being required:
  - i. sell any or all of the Collateral and take recourse against the proceeds of sale;
  - ii. take recourse against the proceeds of any Share Receivables collected pursuant to paragraph c. of Article 5 (*Authority to collect*); and
  - iii. exercise any other right, remedy, power or discretion it may have under this Deed, the Intercreditor Agreement or otherwise,
 in each case in accordance with applicable law.
- b. The Pledgor waives its right to file a request with the court under section 3:251(1) DCC to sell its Collateral in a manner other than as provided for in section 3:250 DCC.
- c. The Pledgee shall not be obliged to notify the Pledgor of the sale or of how, where or when it will be or was conducted as provided for in section 3:249(1) DCC and 3:252 DCC.
- d. The Pledgee is not obliged to enforce any other security right created under or in connection with the Secured Debt Documents prior to enforcement of the Pledge.
- e. The Pledgor hereby irrevocably and unconditionally waives any right it may have or acquire under sections 3:233, 3:234, 6:139 and 6:154 DCC.

## APPLICATION OF PROCEEDS

### Article 7

The Pledgee shall apply the proceeds from the sale or the collection of any Collateral towards satisfaction of the Secured Obligations in accordance with the provisions of the Intercreditor Agreement, subject to mandatory provisions of the laws of the Netherlands.

## CANCELLATION

### Article 8

The Pledgee is entitled to cancel any Pledge and any contractual arrangements set out in this Deed in whole or in part by notice in writing to the Pledgor as provided for in section 3:81(2)(d) DCC. The Parties hereby agree that, upon the cancellation of the Pledge in whole by notice pursuant to this Article 8, the remaining contractual rights and obligations created under this Deed will be terminated without any further actions being required except for the rights and obligations under Article 9 (*Liability*), Article 11 (*Rights to recourse and subrogation*) and Article 13 (*Governing*



*law and jurisdiction*) which will remain in full force and effect.

## **LIABILITY**

### **Article 9**

The Pledgee is not liable to the Pledgor for any loss or damage arising from any exercise of, or failure to exercise, its rights under this Deed, except for gross negligence or wilful misconduct of the Pledgee.

## **POWER OF ATTORNEY**

### **Article 10**

- a. The Pledgor hereby gives the Pledgee an irrevocable power of attorney, with the right of substitution, to perform all acts, including acts of disposition, on behalf of the Pledgor which in the sole opinion of the Pledgee may be necessary in order to:
  - i. create any Pledge; and/or
  - ii. have the full benefit of any Pledge (including performing any of the Pledgor's obligations under this Deed and exercising any ancillary rights or any of the Pledgor's rights to and in connection with the Collateral).
- b. In acting on behalf of the Pledgor pursuant to the power of attorney, the Pledgee may act as counterparty of the Pledgor even in the event of a conflict of interest.
- c. The appointment under this Article 10 can only be exercised by the Pledgee in case of an Enforcement Event.

## **RIGHTS TO RECOURSE AND SUBROGATION**

### **Article 11**

- a. The Pledgor shall not have any right to recourse against the Company or subrogate in any rights of the Pledgee against the Company in connection with the exercise by the Pledgee of any of its rights under this Deed or the performance by the Pledgor of its obligations under this Deed.
- b. If and to the extent under any applicable law, notwithstanding paragraph a. above, the Pledgor shall have any right to recourse against the Company or any other Obligor or to subrogate in any rights of the Pledgee in connection with the exercise by the Pledgee of any of its rights under this Deed or the performance by the Pledgor of its obligations under this Deed, the Pledgor shall not exercise any such rights until all Secured Obligations have been irrevocably paid in full, and any such rights shall be subordinated to the Secured Obligations.

## **MISCELLANEOUS**

### **Article 12**

#### **12.1 No rescission, nullification or suspension**

To the extent permitted by law, the Pledgor hereby waives any right it may have at any time:

- a. under sections 6:228 or 6:265 DCC or on any other ground (under any applicable law) to rescind or nullify this Deed or to demand its rescission or nullification in legal proceedings; and
- b. under sections 6:52, 6:262 or 6:263 DCC or on any other ground (under any applicable law) to suspend the performance of any obligation under or in



connection with this Deed.

**12.2 Transfer of rights and obligations**

- a. The Pledgor may not transfer any of its rights and/or obligations under or in connection with this Deed or its contractual relationship under this Deed without the Pledgee's prior written consent.
- b. The Pledgee may transfer its contractual relationship under this Deed in whole or in part to a New Security Agent. The Pledgor and the Company hereby, in advance, irrevocably grant its cooperation to such transfer of contractual relationship.
- c. The Pledgee may provide any transferee or proposed transferee with any information concerning the Pledgor, the Company and/or the Collateral.

**12.3 Notices**

Any notice or other communication under or in connection with this Deed must be made in accordance with the Intercreditor Agreement.

**12.4 Records and calculations of the Pledgee**

The books and records maintained by the Pledgee and any calculation or determination by the Pledgee of the existence and the amount of the Secured Obligations are conclusive evidence within the meaning of section 151 Dutch Code of Civil Procedure of the existence and the amounts of the Secured Obligations and other matters to which they relate, subject to proof of the contrary.

**12.5 Partial invalidity**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

**12.6 Amendments**

This Deed may only be amended by a written agreement, to the extent required by the laws of the Netherlands in the form of a notarial deed executed before a civil law notary in the Netherlands.

**12.7 No implied waiver and no forfeiture**

- a. Any waiver under this Deed must be made by giving written notice to that effect.
- b. Where the Pledgee does not exercise any right under or in connection with this Deed (which includes the granting by the Pledgee to the Pledgor of an extension of time in which to perform its obligations under any of these provisions), this will not constitute a waiver or forfeiture of that right.
- c. The rights of the Pledgee under this Deed supplement any other right that the Pledgee may have under the laws of the Netherlands or any other law.

**GOVERNING LAW AND JURISDICTION**

**Article 13**

- a. This Deed is governed by the laws of the Netherlands (including (i) the obligation of the Pledgor as set out in Article 2.1 (*Agreement to pledge Collateral*) to create the Pledge,



- notwithstanding the existence of a provision in any other Secured Debt Document stating that this obligation is to be governed by the laws of any other jurisdiction, and (ii) the submission to jurisdiction pursuant to paragraph c. of this Article 13).
- b. If a Party is represented by an attorney in connection with the signing and/or execution of this Deed or any other agreement, deed or document referred to in this Deed or made pursuant to this Deed, and the power of attorney is governed by the laws of the Netherlands, it is hereby acknowledged and accepted by each other Party that the existence and extent of the attorney's authority and the effects of the attorney's exercise or purported exercise of his or her authority shall be governed by the laws of the Netherlands.
- c. The courts of Amsterdam, the Netherlands have exclusive jurisdiction to settle any dispute arising from or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and to hear any action or application to a court regarding enforcement of the Pledge. This paragraph c. is for the benefit of the Pledgee only. As a result, the Pledgee shall not be prevented from taking proceedings in any other courts with jurisdiction. To the extent permitted by law, the Pledgee may take concurrent proceedings in any number of jurisdictions.

## **MANNER OF ACQUISITION**

### **Article 14**

The Pledgor acquired the Shares as follows:

- a. one (1) share, numbered 1, by means of a transfer on the legal basis (*titel*) of a subscription, as is evidenced by a deed executed on the twenty-fifth day of November two thousand and nineteen before Manon Anna Justina Cremers, civil law notary at Amsterdam. The transfer was acknowledged by the Company on the same date, as is evidenced by that same notarial deed; and
- b. one billion five hundred seventy-eight million six hundred eight thousand eight hundred and fifty-five (1,578,608,855) shares, numbered 2 up to and including 1,578,608,856, by means of an issue by the Company to the Pledgor, as is evidenced by a deed of issue executed on the fifth day of December two thousand and nineteen before Manon Anna Justina Cremers, aforementioned.

## **ACKNOWLEDGEMENT AND COMPANY STATEMENTS**

### **Article 15**

The Company:

- a. acknowledges the Pledge on the Shares and acknowledges in advance, to the extent permitted by law, the Pledge on the New Shares;
- b. will cause the Pledge including the conditional transfer of the Voting Rights and the conditional vesting in the Pledgee of the Meeting Rights to be duly entered in its shareholders' register without delay and provide the Pledgee, as soon as practically possible, with a copy of the relevant entries in its shareholders' register;
- c. acknowledges that it has received notification of the Pledge on the Share Receivables and consents to that Pledge;
- d. undertakes not to co-operate with the issue of any shares or rights to subscribe for or



otherwise acquire shares in the capital of the Company, except as permitted under the Secured Debt Documents;

- e. confirms that it has at all times and without interruption accepted as valid the transfers by which the Pledgor acquired the Shares and all previous transfers of the Shares, if any; and
- f. shall act in accordance with the provisions of this Deed.

#### **AUTHORITY AND POWER OF ATTORNEY**

##### **Article 16**

The authorisation granted to the person appearing is evidenced by three (3) private powers of attorney, copies of which will be attached to this Deed immediately after the execution of this Deed.

#### **CIVIL LAW NOTARY**

##### **Article 17**

- a. The Parties are aware that the undersigned civil law notary works with NautaDutilh N.V., the firm that has advised the Pledgee in this transaction.
- b. With reference to the Code of Conduct (*Verordening beroeps- en gedragsregels*) laid down by the Royal Notarial Professional Organisation (*Koninklijke Notariële Beroepsorganisatie*), the Parties hereby explicitly consent to:
  - i. the undersigned civil law notary executing this Deed; and
  - ii. the Pledgee being assisted and represented by NautaDutilh N.V. in relation to the Secured Debt Documents, this Deed and any agreements that may be concluded, or disputes that may arise, in connection therewith.

#### **FINAL STATEMENTS**

The person appearing is known to me, civil law notary.

This Deed was executed in Amsterdam, the Netherlands on the date stated at the beginning of this Deed.

After I, civil law notary, had conveyed and explained the contents of this Deed in substance to the person appearing, the person appearing declared to have taken note of the contents of this Deed, to be in agreement with its contents and not to wish them to be read out in full.

Following a partial reading, this Deed was signed by the person appearing and me, civil law notary.

(signatures follow)



**ISSUED FOR TRUE COPY**

