



Registration of a Charge

Company Name: **FORESIGHT FIBRE HOLDCO LIMITED**

Company Number: **12900786**



Received for filing in Electronic Format on the: **30/06/2023**

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Details of Charge

Date of creation: **26/06/2023**

Charge code: **1290 0786 0001**

Persons entitled: **SANTANDER UK PLC**

Brief description:

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: **BIRD & BIRD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12900786

Charge code: 1290 0786 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th June 2023 and created by FORESIGHT FIBRE HOLDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th June 2023 .

Given at Companies House, Cardiff on 3rd July 2023

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**

EXECUTION VERSION

Date: 26 June 2023

THE PERSONS identified in Schedule 1
as Chargors

F&W NETWORKS LTD
as Borrower

and

SANTANDER UK PLC
acting as Security Agent

SHAREHOLDERS' SECURITY AGREEMENT

Bird & Bird

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Ref: JBD/JOH/SANUB/0383

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THIS DEED is dated 26 June 2023 and is made

BETWEEN

- (1) **THE PERSONS** whose names, registered numbers and registered offices/resident addresses are set out in Schedule 1 (the "**Chargors**" and each a "**Chargor**");
- (2) **F&W NETWORKS LTD** registered in England and Wales with registered number 11514559 whose registered address is at 3rd Floor, 1 Ashley Road, Altrincham, Cheshire WA14 2DT (the "**Borrower**"); and
- (3) **SANTANDER UK PLC** as security trustee for the Secured Parties (as defined in the Facility Agreement defined below) (the "**Security Agent**").

BACKGROUND

- (A) The Chargors enters into this Deed in connection with the Facility Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"**Act**" means the Law of Property Act 1925;

"**Charged Assets**" means the assets of each Chargor which are subject to the Security created by this Deed;

"**Corporate Chargor**" means each Chargor which is not an Individual Chargor;

"**Facility Agreement**" means the facility agreement dated 16 June 2022 between (among others) the Borrower and the Security Agent, as amended, novated, supplemented, extended or restated from time to time;

"**Individual Chargor**" means each Chargor which is a natural person;

"**Junior Facility Agreement**" has the meaning given to it in the Subordination Agreement;

"**Obligor**" means a Chargor or an Obligor (as defined in the Facility Agreement);

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

"**Put Option**" means the put option in respect of certain of the Shares as set out in clause 3 (*Grant of the Option*) of the put option agreement dated 29 September 2022 and made between (1) Foresight Fibre Holdco Limited and (2) the Put Option Sellers (as defined therein) as amended on 31 March 2023 and as further amended from time to time;

"Receiver" means a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed;

"Relevant Jurisdiction" means in relation to a Chargor:

- (a) the jurisdiction under whose laws it is incorporated or where it is resident as at the date of this Deed;
- (b) any jurisdiction where any asset subject to or intended to be subject to the Transaction Security to be created by it under this Deed is situated;
- (c) any jurisdiction where it conducts its business; and
- (d) the jurisdiction whose laws govern the perfection of this Deed;

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document, except for any obligation which, if it were so included, would result in this Deed contravening section 678 or 679 of the Companies Act 2006;

"Security Asset" means any asset of the Chargors which is, or is expressed to be, subject to any Security created by this Deed;

"Security Period" means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full;

"Shares" means all shares in the Borrower from time to time; and

"Subordination Agreement" means the subordination agreement dated 16 June 2022 entered into by the Borrower, the Original Guarantor, NAIAD 2012 S.L. and the Security Agent, as acceded to by each Chargor (other than NAIAD 2012 S.L.) pursuant to a junior creditor accession undertaking on or around the date of this Deed.

1.2 Construction

- 1.2.1 Capitalised terms defined in the Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- 1.2.2 The provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.
- 1.2.3 The provisions of clause 10.3 (*Default interest*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to an Obligor will be construed as references to a Chargor and references to the Agent will be construed as references to the Security Agent.
- 1.2.4 Unless a contrary indication appears, a reference in this Deed to:
 - (a) a Finance Document or Transaction Document or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;

- (b) any rights in respect of an asset includes:
 - (i) all amounts and proceeds paid or payable;
 - (ii) all rights to make any demand or claim; and
 - (iii) all powers, remedies, causes of action, security, guarantees and indemnities,in each case in respect of or derived from that asset;
- (c) any share, stock, debenture, bond or other security or investment includes:
 - (i) any dividend, interest or other distribution paid or payable;
 - (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,in each case in respect of that share, stock, debenture, bond or other security or investment; and
- (d) the term this Security means any Security created by this Deed.

- 1.2.5 Any covenant of any Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- 1.2.6 If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.2.7 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

1.3 Third party rights

- 1.3.1 Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- 1.3.2 Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- 1.3.3 Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to Clause 1.3.2 above and the provisions of the Third Parties Act.

2. CREATION OF SECURITY

2.1 General

- 2.1.1 Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

2.1.2 All the security created under this Deed:

- (a) is created in favour of the Security Agent;
- (b) is created over present and future assets of each Chargor;
- (c) is security for the payment of all the Secured Liabilities; and
- (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.1.3 The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

2.2 Shares

Each Chargor charges by way of a first fixed charge its interest in the Shares, whether owned by it or held by any nominee or trustee on its behalf.

2.3 Subordinated Debt

Each Chargor charges by way of a first fixed charge all of its rights:

- 2.3.1 under each Junior Facility Agreement; and
- 2.3.2 in respect of all Subordinated Debt.

2.4 Limited recourse

- 2.4.1 The total amount recoverable by the Security Agent from a Chargor shall be limited to the amount realised from the disposal of the Charged Assets of that Chargor, or the value of the Charged Assets of that Chargor.
- 2.4.2 Following the Security Agent's enforcement of security created under this Deed and the application of the proceeds in respect thereof in accordance with this Deed, the Security Agent shall have no further claim or demand (secured or unsecured) against the Chargors or the assets of any Chargor in respect of its rights hereunder.

3. REPRESENTATIONS

Each Chargor makes the representations and warranties set out in this Clause 3 to each Finance Party on the date of this Deed.

3.1 Status

3.1.1 In relation to each Corporate Chargor:

- 3.1.1.1 It is a limited liability corporation, duly incorporated and validly existing under the laws of the jurisdiction of its incorporation.
- 3.1.1.2 It has the power to own its assets and carry on its business as it is being conducted.

3.1.2 In relation to each Individual Chargor:

- 3.1.2.1 They have the capacity to execute, deliver and perform their obligations under this Deed and the transactions contemplated by them.
- 3.1.2.2 They are not, by reason of illness or incapacity (whether mental or physical), incapable of managing their own affairs.
- 3.1.2.3 The court has not made an order or appointed a deputy under section 16 of the Mental Capacity Act 2005 (or any analogous legislation in any jurisdiction) in respect of that Individual Chargor.

3.2 Binding obligations

The obligations expressed to be assumed by it in this Deed are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations.

3.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this Deed and the granting of the Transaction Security under this Deed do not and will not conflict with:

- 3.3.1 any law or regulation applicable to it;
- 3.3.2 in relation to each Corporate Chargor, its constitutional documents; or
- 3.3.3 any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

3.4 Power and authority

- 3.4.1 It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed.
- 3.4.2 No limit on its powers will be exceeded as a result of the grant of security or giving of indemnities contemplated by this Deed.

3.5 Validity and admissibility in evidence

- 3.5.1 All Authorisations required or desirable:
 - (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed; and
 - (b) to make this Deed admissible in evidence in its Relevant Jurisdictions,have been obtained or effected and are in full force and effect.
- 3.5.2 All Authorisations necessary for the conduct of the business, trade and ordinary activities of each Corporate Chargor have been obtained or effected and are in full force and effect if failure to obtain or effect those Authorisations has or is reasonably likely to have a Material Adverse Effect.

3.6 Ranking of security

Subject to the Legal Reservations and Perfection Requirements, the Security created by this Deed constitutes a first priority security interest over the Security Assets of the type described in this Deed and the Security Assets are not subject to any prior or *pari passu* Security.

3.7 Shares

- 3.7.1 The Shares represent the entire issued share capital of the Borrower.
- 3.7.2 The Shares are legally and beneficially owned and controlled by the Chargors.
- 3.7.3 As at the date of this Deed, the Shares are legally and beneficially owned and controlled by the Chargors in the number and percentage set out in Schedule 1 (*Chargors and Shares*).
- 3.7.4 Save for the Shares subject to the Put Option, the Shares are fully paid and are not subject to any option to purchase or similar right.
- 3.7.5 Subject to Clause 3.7.6, the constitutional documents of the Borrower (including any shareholder agreement in relation to the Borrower) (the "**Constitutional Documents**") do not and could not restrict or inhibit any transfer of the Shares on creation or enforcement of this Security.
- 3.7.6 Notwithstanding anything contained in the Constitutional Documents, the Chargors expressly confirm that:
 - (a) the directors of the Borrower shall be directed to register any transfer of Shares, where such transfer:
 - (i) is to the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents or to any nominee of such Security Agent (a "**Secured Institution**"); or
 - (ii) is delivered to the Borrower for registration by a Secured Institution or its nominee in order to perfect its security over the Shares; or
 - (iii) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,and the directors shall be directed to forthwith register any such transfer of Shares upon receipt;
 - (b) no transferor of any Shares or proposed transferor of such Shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to provide any prior written notice to the Borrower or to offer the Shares which are or are to be the subject of any transfer aforesaid to the shareholders for the time being of the Borrower or any of them, and no such shareholder shall have any right to require such Shares to be transferred to them whether for consideration or not;

- (c) the Borrower shall have no lien on any Shares which have been charged by way of security to a Secured Institution;
- (d) the Borrower shall have no call right in respect of any Shares which have been charged by way of security to a Secured Institution and the provisions of the articles of association of the Borrower relating to call rights and forfeiture over shares shall be amended so as to not apply in respect of any such Shares;
- (e) any pre-emption rights or mandatory offers on change of control shall not apply in relation to any Shares which have been charged by way of security to a Secured Institution by any shareholder of the Borrower from time to time; and
- (f) no Secured Institution shall be obliged to comply with any requests or demands made by any Chargor or the Borrower on or after this Deed has become enforceable to enter into any documentation or provide any further information in connection with the transfer of Shares,

and any provisions to the contrary in the Constitutional Documents shall be deemed amended as above with effect on and from the date of this Deed. The provisions of the Constitutional Documents shall, save as amended by this Clause 3.7.6, continue in full force and effect, and shall be read and construed as one document with this Deed.

3.8 Subordinated Debt

- 3.8.1 Each relevant Chargor is the sole legal and beneficial owner of the relevant Subordinated Debt as detailed in the relevant Junior Facility Agreement.
- 3.8.2 No payments to it by any other party to a Junior Facility Agreement are subject to any right of set-off or similar right.
- 3.8.3 The obligations expressed to be assumed by each relevant Chargor in each Junior Facility Agreement are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations.
- 3.8.4 Neither it nor (so far as it is aware) any other party to a Junior Facility Agreement is in default of any of its material obligations under that Junior Facility Agreement.
- 3.8.5 There is no prohibition on assignment, or other restriction on the creation of security by the Chargor, in respect of any of the Subordinated Debt or its rights under any Junior Facility Agreement.

3.9 Governing law and enforcement

- 3.9.1 Subject to the Legal Reservations, the choice of English law as the governing law of this Deed will be recognised and enforced in its Relevant Jurisdictions.
- 3.9.2 Subject to the Legal Reservations, any judgment obtained in relation to this Deed in England will be recognised and enforced in its Relevant Jurisdictions.

3.10 No filing or stamp Taxes

Under the laws of its Relevant Jurisdiction it is not necessary that this Deed be registered, filed, recorded, notarised or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to this Deed or the transactions contemplated by this Deed except for registration of particulars of this Deed at Companies House under the Companies Act 2006 by each Corporate Shareholder incorporated in England and Wales and payment of associated fees, which registration and fees will be made and paid promptly after the date of this Deed.

3.11 Repetition

The representations and warranties set out in this Clause 3 (other than Clause 3.7.3 (*Shares*) and Clause 3.10 (*No filing or stamp Taxes*)) are deemed to be made by each Chargor by reference to the facts and circumstances then existing on the date of each Utilisation Request, on each Utilisation Date and the first day of each Interest Period.

4. RESTRICTIONS ON DEALINGS

4.1 Security

Except as expressly allowed under the Facility Agreement or this Deed, no Chargor must create or permit to subsist any Security on any Security Asset.

4.2 Disposals

Except as expressly allowed under the Facility Agreement or this Deed, no Chargor must enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset.

5. SHARES

5.1 Deposit

Each Chargor must immediately:

- 5.1.1 deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to its Shares; and
- 5.1.2 execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner of or otherwise obtain a legal title to its Shares.

5.2 Calls

- 5.2.1 Each Chargor must pay all calls or other payments due and payable in respect of any of its Shares in accordance with the Facility Agreement.
- 5.2.2 If a Chargor fails to do so, the Security Agent may pay the calls or other payments in respect of any of its Shares on behalf of that Chargor. The relevant Chargor must immediately on request reimburse the Security Agent for any payment made by the Security Agent under this Clause 5.2 (*Calls*).

5.3 Other obligations in respect of Shares

- 5.3.1 Each Chargor must promptly send a copy to the Security Agent of, and comply with all requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Shares. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of such Chargor.
- 5.3.2 Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Shares.
- 5.3.3 The Security Agent is not obliged to:
- (a) perform any obligation of any Chargor;
 - (b) make any payment;
 - (c) make any enquiry as to the nature or sufficiency of any payment received by it or any Chargor; or
 - (d) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,
- in respect of any of the Shares.

5.4 Voting rights

- 5.4.1 Before an Event of Default occurs which is continuing:
- (a) the voting rights, powers and other rights in respect of the Shares will be exercised:
 - (i) by the relevant Chargor; or
 - (ii) if exercisable by the Security Agent, in any manner which the relevant Chargor may direct the Security Agent in writing; and
 - (b) all dividends, distributions or other income paid or payable in relation to any of the Shares in accordance with the Facility Agreement must be paid directly to the relevant Chargor.
- 5.4.2 Each Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of any of the Shares as permitted by this Deed on the direction of the relevant Chargor.
- 5.4.3 After an Event of Default occurs which is continuing, the Security Agent may exercise (in the name of the relevant Chargor and without any further consent or authority on the part of any Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Shares, any person who is the holder of any Shares or otherwise.

5.4.4 The Security Agent shall not be entitled to exercise any voting rights or any other powers or rights under Clause 5.4.3 **Error! Reference source not found.** if and to the extent that:

- (a) a notifiable acquisition would, as a consequence, take place under section 6 of the National Security and Investment Act 2021 (the "**NSI Act**") and any regulations made under the NSI Act; and
- (b) either:
 - (i) the Secretary of State has not approved that notifiable acquisition in accordance with the NSI Act; or
 - (ii) the Secretary of State has approved that notifiable acquisition in accordance with the NSI Act but there would, as a consequence, be a breach of the provisions of a final order made in relation to that notifiable acquisition under the NSI Act.

5.5 People with significant control regime

Each Chargor must:

- 5.5.1 within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 in relation to the Shares; and
- 5.5.2 promptly provide the Security Agent with a copy of that notice.

6. JUNIOR FACILITY AGREEMENTS

- 6.1 Pursuant to this Clause 6, each Chargor notifies the Borrower that, pursuant to this Deed, each Chargor has assigned all of its benefits rights, titles, claims and interests in and to any Junior Facility Agreement and all Subordinated Debt.
- 6.2 The Borrower enters into this Deed to:
 - 6.2.1 acknowledge to the Security Agent and each Chargor that it has notice of the assignments referred to in Clause 6.1 above;
 - 6.2.2 confirm to the Security Agent that the Borrower has not claimed or exercised, has no outstanding right to claim or exercise and will not exercise any right of set off, counter claim or other right relating to any payment to be made by the Borrower in respect of such Junior Facility Agreement and such Subordinated Debt; and
 - 6.2.3 acknowledge that the Security Agent shall not be under any obligation in relation to such Junior Facility Agreement and/or such Subordinated Debt as a consequence of this Deed and each Chargor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of such Junior Facility Agreement and/or such Subordinated Debt.
- 6.3 Each Chargor must, on the date of any other Junior Facility Agreement entered into after the date of this Deed:

- 6.3.1 immediately serve a notice of charge, substantially in the form of Part 1 of Schedule 2 (*Forms of Letter for Junior Facility Agreements*), on each counterparty to a Junior Facility Agreement; and
- 6.3.2 use reasonable endeavours to ensure that each such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 2 (*Forms of Letter for Junior Facility Agreement*).
- 6.4 Each Chargor must supply the Security Agent and any Receiver with copies of each Junior Facility Agreement and any information and documentation relating to any Junior Facility Agreement or Subordinated Debt requested by the Security Agent or any Receiver.
- 6.5 After an Event of Default occurs which is continuing, the Security Agent may exercise, without any further consent or authority on the part of the Chargor and irrespective of any direction given by any Chargor, any of the Chargors' rights under any Junior Facility Agreement.

7. WHEN SECURITY BECOMES ENFORCEABLE

7.1 Event of Default

This Security will become immediately enforceable if an Event of Default occurs and is continuing.

7.2 Discretion

After an Event of Default occurs which is continuing, the Security Agent may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facility Agreement.

7.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after an Event of Default occurs which is continuing.

8. ENFORCEMENT OF SECURITY

8.1 General

- 8.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- 8.1.2 Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

8.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

8.3 Privileges

The Security Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

8.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his/her agents will be concerned to enquire:

- 8.4.1 whether the Secured Liabilities have become payable;
- 8.4.2 whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- 8.4.3 whether any money remains due under the Finance Documents; or
- 8.4.4 how any money paid to the Security Agent or to that Receiver is to be applied.

8.5 Redemption of prior mortgages

- 8.5.1 At any time after an Event of Default occurs which is continuing, the Security Agent may:
 - (a) redeem any prior Security against any Security Asset; and/or
 - (b) procure the transfer of that Security to itself; and/or
 - (c) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the relevant Chargor.
- 8.5.2 Each Chargor must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

8.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

8.7 Financial collateral

- 8.7.1 To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of any Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Security Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

8.7.2 Where any financial collateral is appropriated:

- (a) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
- (b) in any other case, its value will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and each Finance Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

9. RECEIVER

9.1 Appointment of Receiver

9.1.1 Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:

- (a) an Event of Default occurs which is continuing; or
- (b) any Chargor so requests to the Security Agent at any time.

9.1.2 Any appointment under Clause 9.1.1 above may be by deed, under seal or in writing under its hand.

9.1.3 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.

9.1.4 The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

9.1.5 The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

9.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

9.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

9.4 Agent of the relevant Chargor

- 9.4.1 A Receiver will be deemed to be the agent of the relevant Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The relevant Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- 9.4.2 No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

9.5 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after an Event of Default occurs which is continuing be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

10. POWERS OF RECEIVER

10.1 General

- 10.1.1 A Receiver has all of the rights, powers and discretions set out below in this Clause 10 in addition to those conferred on it by any law. This includes all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- 10.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

10.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

10.3 Carry on business

A Receiver may carry on any business of the relevant Chargor in connection with any Security Asset in any manner he/she thinks fit.

10.4 Employees

- 10.4.1 A Receiver may appoint and discharge managers, officers, agents, accountants and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.
- 10.4.2 A Receiver may discharge any person appointed by the Chargor.

10.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

10.6 Sale of assets

- 10.6.1 A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.
- 10.6.2 The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.

10.7 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the relevant Chargor or relating in any way to any Security Asset.

10.8 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

10.9 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

10.10 Subsidiaries

A Receiver may form a Subsidiary of the relevant Chargor and transfer to that Subsidiary any Security Asset.

10.11 Delegation

A Receiver may delegate his/her powers in accordance with this Deed.

10.12 Lending

A Receiver may lend money or advance credit to any person.

10.13 Other powers

A Receiver may:

- 10.13.1 do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- 10.13.2 exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and
- 10.13.3 use the name of the relevant Chargor for any of the above purposes.

11. APPLICATION OF PROCEEDS

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Security Agent and applied in accordance with the Facility Agreement. This Clause 11:

11.1.1 is subject to the payment of any claims having priority over this Security; and

11.1.2 does not prejudice the right of any Secured Party to recover any shortfall from any Chargor.

12. EXPENSES AND INDEMNITY

Each Chargor must:

12.1.1 immediately on demand pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation; and

12.1.2 keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

13. DELEGATION

13.1 Power of Attorney

The Security Agent or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

13.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

13.3 Liability

Neither the Security Agent nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

14. FURTHER ASSURANCES

14.1 Each Chargor must promptly, at its own expense, take whatever action the Security Agent or a Receiver may require for:

14.1.1 creating, perfecting or protecting any security over any Security Asset; or

14.1.2 facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.

14.2 The action that may be required under Clause 14.1 above includes:

- 14.2.1** the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to its nominees; or
- 14.2.2** the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may consider necessary or desirable.

15. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of such Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of such Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 15.

16. PRESERVATION OF SECURITY

16.1 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, the liability of each Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

16.2 Waiver of defences

The obligations of each Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this Clause 16 would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or any Secured Party) including:

- 16.2.1** any time, waiver or consent granted to, or composition with, any Transaction Obligor or other person;
- 16.2.2** the release of any Transaction Obligor or any other person under the terms of any composition or arrangement with any creditor;
- 16.2.3** the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Transaction Obligor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any security;

- 16.2.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Transaction Obligor or any other person;
- 16.2.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- 16.2.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- 16.2.7 any insolvency or similar proceedings.

16.3 Chargor intent

Without prejudice to the generality of Clause 16.2 (*Waiver of defences*), each Chargor expressly confirms that it intends that this Security shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

16.4 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Deed. This waiver applies irrespective of any law or provision of a Finance Document to the contrary.

16.5 Appropriations

Each Secured Party (or any trustee or agent on its behalf) may at any time during the Security Period:

- 16.5.1 refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of the Secured Liabilities or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- 16.5.2 hold in an interest bearing suspense account any moneys received from any Chargor or on account of the liability of the Chargors under this Deed.

16.6 Deferral of Chargors' rights

- 16.6.1 Unless the Security Period has expired or the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of

performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising under this Clause 16:

- (a) to be indemnified by a Transaction Obligor;
- (b) to claim any contribution from any other person who has provided security or a guarantee in respect of any Transaction Obligor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring any Transaction Obligor to make any payment, or perform any obligation, in respect of which any Chargor has granted security under this Deed;
- (e) to exercise any right of set-off against any Transaction Obligor; and/or
- (f) to claim or prove as a creditor of any Transaction Obligor in competition with any Secured Party.

16.6.2 If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Transaction Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with the terms of this Deed.

16.7 Additional Security

- 16.7.1 This Security is in addition to and is not in any way prejudiced by any other security or guarantee now or subsequently held by any Secured Party.
- 16.7.2 No prior security held by any Secured Party (in its capacity as such or otherwise) over any Security Asset will merge into this Security.

17. CHANGES TO THE PARTIES

17.1 The Chargors

No Chargor may assign or transfer any of its rights or obligations under this Deed without the prior consent of the Security Agent.

17.2 The Finance Parties

- 17.2.1 Any Finance Party may assign or otherwise dispose of all or any of its rights under this Deed in accordance with the Finance Documents to which it is a party.
- 17.2.2 References to the Security Agent in this Deed include any successor Security Agent appointed under the Facility Agreement.

18. MISCELLANEOUS

18.1 Continuing Security

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

18.2 Tacking

Each Lender must perform its obligations under the Facility Agreement (including any obligation to make available further advances).

18.3 New Accounts

18.3.1 If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with the relevant Chargor.

18.3.2 If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.

18.3.3 As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

18.4 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account any Chargor has with any Secured Party within the Security Period when:

18.4.1 this Security has become enforceable; and

18.4.2 no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

19. RELEASE

At the end of the Security Period, the Finance Parties must, at the request and cost of the Chargors, take whatever action is necessary to release its Security Assets from this Security.

20. PAYMENT MECHANICS

20.1 Payments to the Security Agent

20.1.1 On each date on which a Chargor is required to make a payment under this Deed, that Chargor shall make the same available to the Security Agent for value on the due date at the time and in such funds specified by the Security Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

20.1.2 Payment shall be made to such account in the principal financial centre of the country of that currency and with such bank as the Security Agent, in each case, specifies.

20.2 No set-off by Chargors

All payments to be made by a Chargor under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

20.3 Business Days

Any payment under this Deed which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

20.4 Currency of account

20.4.1 Subject to Clause 20.4.2, sterling is the currency of account and payment for any sum due from the Chargor under this Deed.

20.4.2 Any amount expressed to be payable in a currency other than sterling shall be paid in that other currency.

21. SET-OFF

The Security Agent may set off any matured obligation due from a Chargor under this Deed (to the extent beneficially owned by the Security Agent) against any matured obligation owed by the Security Agent to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

22. NOTICES

22.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

22.2 Addresses

22.2.1 The contact details of each Chargor for any communication to be made or delivered under or in connection with this Deed are the same as those set out in the Facility Agreement for the Borrower.

22.2.2 The contact details of the Security Agent for any communication to be made or delivered under or in connection with this Deed are the same as those set out in the Facility Agreement for the Security Agent.

22.2.3 Any Party may change its contact details by giving not less than five (5) Business Days' notice to the Security Agent or (in the case of the Security Agent) to the other Party.

22.3 Delivery

22.3.1 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or five (5) Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address;

and, if a particular department or officer is specified as part of its address details provided under Clause 22.2 (*Addresses*), if addressed to that department or officer.

22.3.2 Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature to the Facility Agreement (or any substitute department or officer as the Security Agent shall specify for this purpose).

22.3.3 Any communication or document which becomes effective, in accordance with Clauses 22.3.1 and 22.3.2 above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

22.4 Electronic communication

22.4.1 Any communication to be made between the Parties under or in connection with this Deed may be made by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if the Parties:

- (a) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and
- (b) notify each other of any change to their address or any other such information supplied by them by not less than five (5) Business Days' notice.

22.4.2 Any such electronic communication as specified in Clause 22.4.1 above may only be made in that way to the extent that the Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication.

22.4.3 Any such electronic communication as specified in Clause 22.4.1 above made between the Parties will be effective only when actually received (or made available) in readable form and in the case of any electronic communication made by the Chargor to the Security Agent only if it is addressed in such a manner as the Security Agent shall specify for this purpose.

22.4.4 Any electronic communication which becomes effective, in accordance with Clause 22.4.3 above, after 5.00 p.m. in the place in which the Party to whom the relevant communication is sent or made available has its address for the purpose of this Deed shall be deemed only to become effective on the following day.

- 22.4.5 Any reference in this Deed to a communication being sent or received shall be construed to include that communication being made available in accordance with this Clause 22.4 (*Electronic communication*).

22.5 English language

- 22.5.1 Any notice given under or in connection with this Deed must be in English.
- 22.5.2 All other documents provided under or in connection with this Deed must be:
- (a) in English; or
 - (b) if not in English, and if so required by the Security Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

23. CALCULATIONS AND CERTIFICATES

23.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Security Agent are prima facie evidence of the matters to which they relate.

23.2 Certificates and determinations

Any certification or determination by the Security Agent of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

23.3 Day count convention

Any interest, commission or fee accruing under this Deed will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days or, in any case where the practice in the Relevant Market differs, in accordance with that market practice.

24. 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.

25. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under this Deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed. No election to affirm this Deed on the part of any Finance Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

26. AMENDMENTS AND WAIVERS

- 26.1 Any term of this Deed may be amended or waived only in accordance with clause 47 (*Amendments and waivers*) of the Facility Agreement.
- 26.2 For the purposes of this Clause 26, references in clause 47 (*Amendments and waivers*) of the Facility Agreement to an Obligor or a Party will be deemed to include each Chargor.

27. BAIL-IN

The provisions of clause 50 (*Bail-in*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Finance Documents will be construed as references to this Deed and references to a Party will be deemed to include each Chargor.

28. 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.

29. GOVERNING LAW

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

30. ENFORCEMENT

30.1 Jurisdiction

- 30.1.1 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**").
- 30.1.2 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.
- 30.1.3 Notwithstanding Clause 30.1.1 above, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

30.2 Service of process

- 30.2.1 Without prejudice to any other mode of service allowed under any relevant law, each Chargor:
- (a) irrevocably appoints the Borrower as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed; and
 - (b) agrees that failure by a process agent to notify it of the process will not invalidate the proceedings concerned.

30.2.2 If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Chargor must immediately (and in any event within 10 days of such event taking place) appoint another agent on terms acceptable to the Security Agent. Failing this, the Security Agent may appoint another agent for this purpose.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1
CHARGORS AND SHARES

Name of Chargor	Registration number (or equivalent, if any), Relevant Jurisdiction for Corporate Chargers	Registered Office / Resident Address (as applicable)	Number of Ordinary Shares of £1.00 in the Borrower at the date of this Deed	Percentage of Ordinary Shares in the Borrower at the date of this Deed
Advencap Fibre Partnership 1 LP	L186, Mauritius	As notified by the Borrower to the Security Agent on the date of this Deed	5,471,002	15.819%
Amanda Claire Dixon	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	15,632	0.045%
Stephen Gray	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	23,447	0.068%
Elisabeth Ribas Martinez	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	101,583	0.294%
Eva Marti Pi	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	20,935	0.061%
Guibac Management SL	B66598012, Spain	As notified by the Borrower to the Security Agent on the date of this Deed	78,146	0.226%
Jordi Ros Marti	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	19,540	0.056%
Jose Luis Dorado Ocana	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	78,157	0.226%
Mayfair Lane Consulting Limited	11888768, England and Wales	60c Lewisham Way, London, SE14 6NY, United Kingdom	82,065	0.237%

Paula Montalt Delgado	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	6,978	0.020%
Paulo Longhin Ucha	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	13,287	0.038%
Silvia Martinez Ribas	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	39,079	0.113%
Silvia Serrano Galvez	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	19,276	0.056%
Spark International Ventures Inc	155587584, Panama	As notified by the Borrower to the Security Agent on the date of this Deed	348,916	1.009%
Stefan Tengvall	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	139,566	0.404%
Andrea Kader	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	171,946	0.497%
Andrés Fachler	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	171,946	0.497%
Ariela Kader	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	171,946	0.497%
Joel Kader	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	171,946	0.497%
TSS Capital Partners S.A.	304260962, Costa Rica	As notified by the Borrower to the Security Agent on the date of this Deed	171,946	0.497%
Yael Fachler	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	171,946	0.497%
Andraitx Building S.L.	B07580327, Spain	As notified by the Borrower to the Security Agent on the date of this Deed	78,146	0.226%

Antonio Roca	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	19,540	0.056%
Can Seu SL	B07109515, Spain	As notified by the Borrower to the Security Agent on the date of this Deed	195,387	0.565%
Catalina Rubert Bover	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	171,541	0.496%
Claudio Hernández Alcover	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	85,199	0.246%
Cristina Bianchett	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	17,585	0.051%
Francisca Galmés Rubert	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	86,845	0.251%
Guillermo Bujosa Rubio	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	5,471	0.016%
Henrik Cohen	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	162,990	0.471%
Isidre Amengual Estarellas	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	18,758	0.054%
Jaime Bosch Sanjuan	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	128,900	0.373%
Jaime Rubert Bover	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	146,740	0.424%
Jorge Gabriel Sureda Moranta	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	78,157	0.226%
Jorge Rosselló Fuster	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	39,072	0.113%

José Antonio Pérez Hernández	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	10,630	0.031%
Juan Antonio Oliver Jaume	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	29,997	0.087%
Luis Fernando Barcelo Muntaner	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	14,306	0.041%
Manuel Fuster Martínez	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	128,957	0.373%
Manuel Oliver Vera	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	17,585	0.051%
Margalida Rossello Canals	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	6,253	0.018%
Margarita Tomás Galmes	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	6,545	0.019%
Margarita Sofia Vidal Cuat	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	234,476	0.678%
Maria del Carmen Martinez Caballos	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	39,072	0.113%
Mariano Moragues Matas	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	171,858	0.497%
Mateo Mesquida Rubert	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	148,343	0.429%
Maria de las Mercedez Lopez Quero Galan	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	10,032	0.029%
Miguel Batle Munar	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	128,900	0.373%

Pau Oliver Vicens	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	15,458	0.045%
Pedro Antonio Mataró Tomás	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	44,724	0.129%
Sandrine Roig	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	89,675	0.259%
Stephane Roig	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	272,429	0.788%
Antonio Nadal	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	195,393	0.565%
Aspemir S.L.	B20894424, Spain	As notified by the Borrower to the Security Agent on the date of this Deed	781,572	2.260%
David Alcaraz	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	39,072	0.113%
Done Events S.L.	B57776908, Spain	As notified by the Borrower to the Security Agent on the date of this Deed	39,073	0.113%
Emilio Butragueño Gonzalez	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	46,894	0.136%
Fernando Martos Piza	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	39,079	0.113%
Fernando Miguel Martos Mackow	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	117,236	0.339%
Francisca Piza Palmar	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	50,802	0.147%
Grup D'Assegurances 1996, S.L.	B07757156, Spain	As notified by the Borrower to the Security Agent on the date of this Deed	15,632	0.045%

Grupo Miguel Angel 7 S.L.	B85024248, Spain	As notified by the Borrower to the Security Agent on the date of this Deed	117,236	0.339%
Luchino, S.L.	B60472487, Spain	As notified by the Borrower to the Security Agent on the date of this Deed	156,301	0.452%
Maria Francisca Perelló	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	39,079	0.113%
María Isabel Nadal Parera	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	140,678	0.407%
Maria Magdalena Nadal Homar	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	39,079	0.113%
Natalia Butragueño Gonzalez	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	39,079	0.113%
Pedro Martos Piza	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	39,079	0.113%
Rafael Nadal Homar	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	63,302	0.183%
Raquel Butragueño Gonzalez	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	39,073	0.113%
Sebastian Nadal Homar	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	156,314	0.452%
Sergio Bruguera Torner	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	117,227	0.339%
Son Janer, S.L.	B07162670, Spain	As notified by the Borrower to the Security Agent on the date of this Deed	324,342	0.938%
Antonia Pons Victory	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	16,803	0.049%

Barbara Tugores Mir	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	12,945	0.037%
Carlos Ramis	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	7,732	0.022%
Daniel Ramis Dura	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	62,477	0.181%
Daniel Sanchez Castellanos	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	37,510	0.108%
Dura 17 S.L.	Bo7436231, Spain	As notified by the Borrower to the Security Agent on the date of this Deed	166,078	0.480%
Maria Fernanda Dura Castillo	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	4,215	0.012%
Jaime Estelrich Vadell	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	3,901	0.011%
Jaime Pastor Aloy	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	7,029	0.020%
Josune Olarte Lopez de Suso	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	50,802	0.147%
Juan Ramis Barrios	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	7,031	0.020%
Juana Dura Castillo	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	14,063	0.041%
Juana Ramis Barrios	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	16,661	0.048%
Maria del Carmen Dura Castillo	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	4,215	0.012%

Maria José Castellano Triviño	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	39,704	0.115%
Rafael Buldu Jaime	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	13,716	0.040%
Raquel Dura Arrué	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	2,104	0.006%
Zsofia Kadler	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	7,732	0.022%
KB Capital S.A.	3101175858, Costa Rica	As notified by the Borrower to the Security Agent on the date of this Deed	1,191,896	3.446%
NAIAD 2012 S.L.	B57742322, Spain	As notified by the Borrower to the Security Agent on the date of this Deed	4,752,106	13.740%
Foresight Fibre Holdco Limited	12900786, England and Wales	As notified by the Borrower to the Security Agent on the date of this Deed	12,450,598	36.000%
Advanced Network Technologies Ltd	11819696, England and Wales	As notified by the Borrower to the Security Agent on the date of this Deed	280,000	0.810%
Ammar Jawaaid	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	33,600	0.097%
David Amoros Alcaraz	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	42,000	0.121%
Graziela Adrien e Castro	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	33,600	0.097%
Jose Luis San Martin Nunez	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	78,400	0.227%
Maestro Technologies Ltd	11511427, England and Wales	As notified by the Borrower to the Security Agent on the date of this Deed	2,358,078	6.818%

Marta Comas	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	61,600	0.178%
Oriol Riba	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	56,000	0.162%
Xavier Balleste Gomez	N/A	As notified by the Borrower to the Security Agent on the date of this Deed	84,000	0.243%

SCHEDULE 2

FORMS OF LETTER FOR JUNIOR FACILITY AGREEMENTS

PART 1 NOTICE TO COUNTERPARTY

To: [Junior Facility Agreement counterparty]

Copy: Santander UK plc
Santander House
100 Ludgate Hill
London EC4M 7RE

Attention: [DEPARTMENT/PERSON]

(as Security Agent as defined below)

[Date]

Security Agreement dated [date] between, among others, [relevant Chargor] and Santander UK plc (the "Security Agreement")

This letter constitutes notice to you that under the Security Agreement we have charged by way of a first fixed charge to Santander UK plc (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights in respect of [insert details of Junior Facility Agreement] (the "**Junior Facility Agreement**").

We confirm that:

1. we will remain liable under the Junior Facility Agreement to perform all the obligations assumed by us under the Junior Facility Agreement; and
2. none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Junior Facility Agreement.

We will also remain entitled to exercise all our rights, powers and discretions under the Junior Facility Agreement, and you should continue to give notices and make payments under the Junior Facility Agreement to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs.

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Junior Facility Agreement requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....
[Authorised signatory for an on behalf of]
[NAME OF RELEVANT CHARGOR]

PART 2
ACKNOWLEDGEMENT OF COUNTERPARTY

To: Santander UK plc
Santander House
100 Ludgate Hill
London EC4M 7RE

Attention: [DEPARTMENT/PERSON]

(as Security Agent)

Copy: [Name of relevant Chargor]
[Address of relevant Chargor]

[Date]

Security Agreement dated [date] between, among others, [Chargor] and [Security Agent] (the "Security Agreement")

We confirm receipt from [name of relevant Chargor] (the "**Chargor**") of a notice dated [date] (the "**Notice**") of a fixed charge on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of Junior Facility Agreement] (the "**Junior Facility Agreement**").

We confirm that we:

1. accept the instructions contained in the Notice and agree to comply with the Notice; and
2. will give notices and make payments under the Junior Facility Agreement as directed in the Notice.

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

Yours faithfully,

.....
Authorised signatory for and on behalf of
[Junior Facility Agreement counterparty]

SIGNATORIES

Chargors

EXECUTED AS A DEED by
ADVENCAP FIBRE
PARTNERSHIP I LP
acting by **ADVENCAP LIMITED**, its
general partner, acting by authorised
officers as approved by the board of
directors

Good for the sum of £25,000,000
(Twenty five million pounds Sterling)
plus interest, costs and accessories.

SIGNED AS A DEED by
AMANDA CLAIRE DIXON

In the presence of:

Witness's signature:

I confirm that I was physically present
when Amanda Claire Dixon signed this
Deed

Name:

Address:

SIGNED AS A DEED by
STEPHEN GRAY

In the presence of:

Witness's signature:

I confirm that I was physically present
when Stephen Gray signed this Deed


Name:

Address:



Director of Advencap Limited

Name: JACO ANDRE VAN ZYL



Director of Advencap Limited

Name: ZAHN MEHTAB MADARUN

Amanda Claire Dixon

Stephen Gray

SIGNATORIES

Chargors

EXECUTED AS A DEED by
ADVENCAP FIBRE
PARTNERSHIP I LP
acting by **ADVENCAP LIMITED**, its
general partner, acting by authorised
officers as approved by the board of
directors

Director of Advencap Limited

Name: ~~Jaco Andre van Zyl~~

HD

Director of Advencap Limited

Name:

SIGNED AS A DEED by
AMANDA CLAIRE DIXON

Amanda Claire Dixon

In the presence of:

Witness's signature:

I confirm that I was physically present
when Amanda Claire Dixon signed this
Deed

Name: Ben Dixon

Address:

HD

SIGNED AS A DEED by
STEPHEN GRAY

Stephen Gray

In the presence of:

Witness's signature:

I confirm that I was physically present
when Stephen Gray signed this Deed

Name: Elaine Gray

Address:

**SIGNED AS A DEED by
ELISABETH RIBAS MARTINEZ**

Elisabeth Ribas Martinez

In the presence of:

Witness's signature:

I confirm that I was physically present
when Elisabeth Ribas Martinez signed
this Deed

Name:

HD

Address:

**SIGNED AS A DEED by
EVA MARTI PI**

Eva Marti Pi

In the presence of:

Witness's signature:

I confirm that I was physically present
when Eva Marti Pi signed this Deed

Name:

Address:

**EXECUTED AS A DEED by
GUIBAC MANAGEMENT SL**
acting by a Director who, in accordance
with the laws of Spain is acting under the
authority of the company

Director

Name: Ramon Guixé

HD

In the presence of:

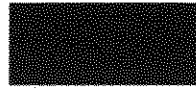
Witness's signature:

I confirm that I was physically present
when the Director signed this Deed

Name:

Address:

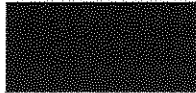
**SIGNED AS A DEED by
JORDI ROS MARTI**



Jordi Ros Marti

In the presence of:

Witness's signature:

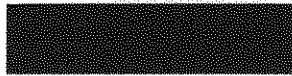


I confirm that I was physically present
when Jordi Ros Marti signed this Deed

Name: Lidia Casellas Domingo

HD

Address:



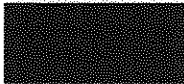
**SIGNED AS A DEED by
JOSE LUIS DORADO OCANA**



Jose Luis Dorado Ocana

In the presence of:

Witness's signature:




I confirm that I was physically present
when Jose Luis Dorado Ocana signed
this Deed

Name: Belén Dorado Prado

HD

Address:



**EXECUTED AS A DEED by
MAYFAIR LANE CONSULTING
LIMITED**

acting by a Director

Director

Name: D J Mountain

David John Mountain

HD

In the presence of:

Witness's signature:



I confirm that I was physically present
when the Director signed this Deed

Name: Lordine Appiah

Address:



**SIGNED AS A DEED by
PAULA MONTALT DELGADO**

[Redacted Signature]

Paula Montalt Delgado

In the presence of:

Witness's signature:

[Redacted Signature]

I confirm that I was physically present
when Paula Montalt Delgado signed this
Deed

Name:

[Redacted Name]

Address:

[Redacted Address]

DocuSigned by:

[Redacted Signature]

**SIGNED AS A DEED by
PAULO UCHA LONGHIN**

Paulo Ucha Longhin

In the presence of:

Witness's signature:

[Redacted Signature]

I confirm that I was physically present
when Paulo Ucha Longhin signed this
Deed

Name:

[Redacted Name]

Address:

[Redacted Address]

DocuSigned by:

[Redacted Signature]

**SIGNED AS A DEED by
SILVIA RIBAS MARTINEZ**

Silvia Ribas Martinez

In the presence of:

Witness's signature:

[Redacted Signature]

I confirm that I was physically present
when Silvia Ribas Martinez signed this
Deed

Name:

[Redacted Name]

Address:

[Redacted Address]

HD

HD

SIGNED AS A DEED by
PAULA MONTALT DELGADO

Paula Montalt Delgado

In the presence of:

HD

Witness's signature:

I confirm that I was physically present
when Paula Montalt Delgado signed this
Deed

Name: _____

Address: _____

SIGNED AS A DEED by
PAULO UCHA LONGHIN

Paulo Ucha Longhin

In the presence of:

Witness's signature: _____

I confirm that I was physically present
when Paulo Ucha Longhin signed this
Deed

Name: João Granja

HD

Address: _____

SIGNED AS A DEED by
SILVIA RIBAS MARTINEZ

Silvia Ribas Martinez

In the presence of:

Witness's signature: _____

I confirm that I was physically present
when Silvia Ribas Martinez signed this
Deed

Name: JOAN RIBAS MARTINEZ

Address: _____

SIGNED AS A DEED by
SILVIA SERRANO GALVEZ

[REDACTED]
Silvia Serrano Galvez

In the presence of:

Witness's signature: [REDACTED]

I confirm that I was physically present
when Silvia Serrano Galvez signed this
Deed

HD

Name: Susana Serrano Gálvez

Address: [REDACTED]

EXECUTED AS A DEED by
SPARK INTERNATIONAL
VENTURES INC

acting by a Director who, in accordance
with the laws of Panama is acting under
the authority of the company

[REDACTED]
Director

Name: [REDACTED]

In the presence of:

HD

Witness's signature: [REDACTED]

I confirm that I was physically present
when the Director signed this Deed

Name: [REDACTED]

Address: [REDACTED]

SIGNED AS A DEED by
STEFAN TENGVALL

[REDACTED]
Stefan Tengvall

In the presence of:

Witness's signature: [REDACTED]

HD

I confirm that I was physically present
when Stefan Tengvall signed this Deed

Name: [REDACTED]

Address: [REDACTED]

SIGNED AS A DEED by
SILVIA SERRANO GALVEZ

.....
Silvia Serrano Galvez

In the presence of:

Witness's signature:

HD

I confirm that I was physically present
when Silvia Serrano Galvez signed this
Deed

Name:

Address:

EXECUTED AS A DEED by
SPARK INTERNATIONAL
VENTURES INC

acting by a Director who, in accordance
with the laws of Panama is acting under
the authority of the company

.....
Director

Name: Tuncer Hunca

In the presence of:

Witness's signature:

I confirm that I was physically present
when the Director signed this Deed

Name: Sercan Katmer

Address:

SIGNED AS A DEED by
STEFAN TENGVALL

.....
Stefan Tengvall

In the presence of:

Witness's signature:

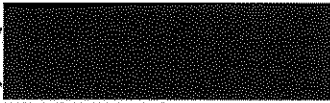
I confirm that I was physically present
when Stefan Tengvall signed this Deed

HD

Name:

Address:

**SIGNED AS A DEED by
SILVIA SERRANO GALVEZ**



Silvia Serrano Galvez

HD


In the presence of:



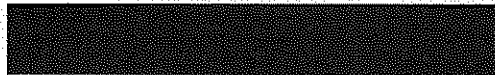
Witness's signature:

I confirm that I was physically present
when Silvia Serrano Galvez signed this
Deed

Name:



Address:



**EXECUTED AS A DEED by
SPARK INTERNATIONAL
VENTURES INC**

acting by a Director who, in accordance
with the laws of Panama is acting under
the authority of the company

Director

Name:



In the presence of:

Witness's signature:



HD

I confirm that I was physically present
when the Director signed this Deed

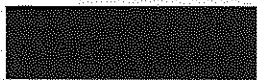
Name:



Address:



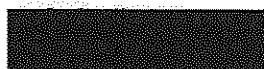
**SIGNED AS A DEED by
STEFAN TENGVALL**



Stefan Tengvall

In the presence of:

Witness's signature:



I confirm that I was physically present
when Stefan Tengvall signed this Deed

Name: Carolina Tillborg

Address:



SIGNED AS A DEED by
ANDREA KADER

Andrea Kader

In the presence of:

Witness's signature:

I confirm that I was physically present
when Andrea Kader signed this Deed

Name: Andres Hartman

HD

Address:

SIGNED AS A DEED by
ANDRÉS FACHLER

Andrés Fachler

In the presence of:

Witness's signature:

I confirm that I was physically present
when Andrés Fachler signed this Deed

Name: Lara Goldberg

HD

Address:

SIGNED AS A DEED by
ARIELA KADER

Ariela Kader

In the presence of:

Witness's signature:

I confirm that I was physically present
when Ariela Kader signed this Deed

HD

Name: Esteban Jaramillo Pedroza

Address:

**SIGNED AS A DEED by
JOEL KADER**

Joel Kader

In the presence of:

Witness's signature:

I confirm that I was physically present
when Joel Kader signed this Deed

Name: Joaquín Umaschi

HD

Address:

**EXECUTED AS A DEED by
TSS CAPITAL PARTNERS S.A.**
acting by a Director who, in accordance
with the laws of Costa Rica is acting
under the authority of the company

Director

Name: Oscar Porras

In the presence of:

Witness's signature:

I confirm that I was physically present
when the Director signed this Deed

Name: Natalia García

HD

Address:

**SIGNED AS A DEED by
Yael Fachler**

Yael Fachler

In the presence of:

Witness's signature:

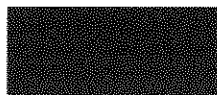
I confirm that I was physically present
when Yael Fachler signed this Deed

Name: Sammy Weisleder

HD

Address:

EXECUTED AS A DEED by
ANDRAITX BUILDING S.L.
acting by a Director who, in accordance
with the laws of Spain is acting under the
authority of the company



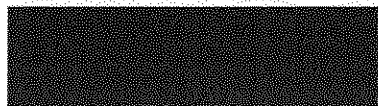
Director

Name: Manuel Zapata Lopez

HD

In the presence of:

Witness's signature:



I confirm that I was physically present
when the Director signed this Deed

Name: Concepcion Zaforteza Guasp

Address:



SIGNED AS A DEED by
ANTONIO ROCA



Antonio Roca

In the presence of:

Witness's signature:



I confirm that I was physically present
when Antonio Roca signed this Deed

Name:



Address:



EXECUTED AS A DEED by
CAN SEU SL
acting by a Director who, in accordance
with the laws of Spain is acting under the
authority of the company



Director

Name:



In the presence of:



Witness's signature:



I confirm that I was physically present
when the Director signed this Deed

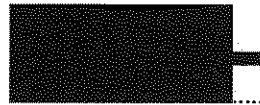
Name:



Address:



**EXECUTED AS A DEED by
ANDRAITX BUILDING S.L.**
acting by a Director who, in accordance
with the laws of Spain is acting under the
authority of the company



Director

Name: 

In the presence of:

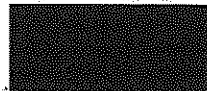
Witness's signature: 

I confirm that I was physically present
when the Director signed this Deed

Name: 

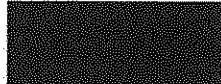
Address: 

**SIGNED AS A DEED by
ANTONIO ROCA**



Antonio Roca

In the presence of:

Witness's signature: 

I confirm that I was physically present
when Antonio Roca signed this Deed

Name: Beatriz Fuster Gonzalez

Address: 

HD

**EXECUTED AS A DEED by
CAN SEU SL**
acting by a Director who, in accordance
with the laws of Spain is acting under the
authority of the company



Director

Name: 

HD

In the presence of:

Witness's signature: 

I confirm that I was physically present
when the Director signed this Deed

Name: 

Address: 

EXECUTED AS A DEED by
ANDRAITX BUILDING S.L.
acting by a Director who, in accordance
with the laws of Spain is acting under the
authority of the company

Director

Name: _____

HD

In the presence of:

Witness's signature: _____

I confirm that I was physically present
when the Director signed this Deed

Name: _____

Address: _____

SIGNED AS A DEED by
ANTONIO ROCA

Antonio Roca

In the presence of:

Witness's signature: _____

I confirm that I was physically present
when Antonio Roca signed this Deed

Name: _____

Address: _____

HD

EXECUTED AS A DEED by
CAN SEU SL
acting by a Director who, in accordance
with the laws of Spain is acting under the
authority of the company

Director

Name: MARGARITA SOFIA VIDAL CUART

In the presence of:

Witness's signature: _____

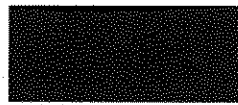
I confirm that I was physically present
when the Director signed this Deed

Name: FRANCISCO JOSE GUAL VICENS

Address: _____

HD

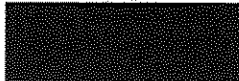
**SIGNED AS A DEED by
CATALINA RUBERT BOVER**



Catalina Rubert Bover

In the presence of:

Witness's signature:



I confirm that I was physically present
when Catalina Rubert Bover signed this
Deed

Name: Maria Mas

Address:



**SIGNED AS A DEED by
CLAUDIO HERNÁNDEZ
ALCOVER**



Claudio Hernández Alcover

HD

In the presence of:



Witness's signature:

I confirm that I was physically present
when Claudio Hernández Alcover signed
this Deed

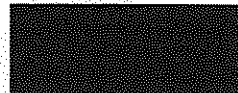
Name:



Address:



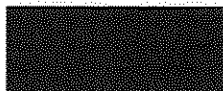
**SIGNED AS A DEED by
CRISTINA BIANCHETT**



Cristina Bianchett

In the presence of:

Witness's signature:



I confirm that I was physically present
when Cristina Bianchett signed this
Deed

Name: Luis Oliver vera

Address:



**SIGNED AS A DEED by
CATALINA RUBERT BOVER**

Catalina Rubert Bover

In the presence of:

HD

Witness's signature:

I confirm that I was physically present
when Catalina Rubert Bover signed this
Deed

Name:

Address:

**SIGNED AS A DEED by
CLAUDIO HERNÁNDEZ
ALCOVER**

Claudio Hernández Alcover

In the presence of:

Witness's signature:

I confirm that I was physically present
when Claudio Hernández Alcover signed
this Deed

Name: MARIA FEDORA SEGARRA PIZA

Address:

**SIGNED AS A DEED by
CRISTINA BIANCHETT**

Cristina Bianchett

HD

In the presence of:

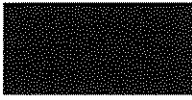
Witness's signature:

I confirm that I was physically present
when Cristina Bianchett signed this
Deed

Name:

Address:

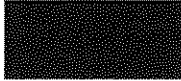
SIGNED AS A DEED by
FRANCISCA GALMÉS RUBERT



Francisca Galmés Rubert

In the presence of:

Witness's signature:



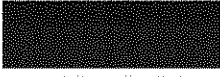
I confirm that I was physically present
when Francisca Galmés Rubert signed
this Deed

Name: Pere Siquier Campins

Address:



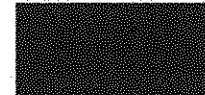
SIGNED AS A DEED by
GUILLERMO BUJOSA RUBIO



Guillermo Bujosa Rubio

In the presence of:

Witness's signature:



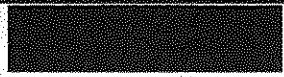
I confirm that I was physically present
when Guillermo Bujosa Rubio signed
this Deed

Name: Carolina Bejarano Garcia

Address:



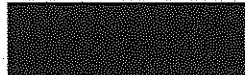
SIGNED AS A DEED by
HENRIK COHEN



Henrik Cohen

In the presence of:

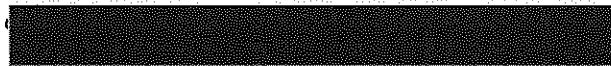
Witness's signature:



I confirm that I was physically present
when Henrik Cohen signed this Deed

Name: Juliette Chime

Address:



SIGNED AS A DEED by
ISIDRE AMENGUAL
ESTARELLAS

Isidre Amengual Estarellas

In the presence of:

Witness's signature:

I confirm that I was physically present
when Isidre Amengual Estarellas signed
this Deed

Name: Maria Estarellas Estarellas

Address:

SIGNED AS A DEED by
JAIME BOSCH SANJUAN

Jaime Bosch Sanjuan

HD

In the presence of:

Witness's signature:

I confirm that I was physically present
when Jaime Bosch Sanjuan signed this
Deed

Name:

Address:

SIGNED AS A DEED by
JAIME RUBERT BOVER

Jaime Rubert Bover

In the presence of:

Witness's signature:

HD

I confirm that I was physically present
when Jaime Rubert Bover signed this
Deed

Name:

Address:

SIGNED AS A DEED by
ISIDRE
ESTARELLAS

AMENGUAL

Isidre Amengual Estarellas

In the presence of:

Witness's signature:

I confirm that I was physically present
when Isidre Amengual Estarellas signed
this Deed

Name: Margarida Rossetto

Address: C/57a de S. C. 1001

SIGNED AS A DEED by
JAIME BOSCH SANJUAN

Jaime Bosch Sanjuan

In the presence of:

Witness's signature:

I confirm that I was physically present
when Jaime Bosch Sanjuan signed this
Deed

Name: ANTONIA GINARD PALMER

Address:

SIGNED AS A DEED by
JAIME RUBERT BOVER

Jaime Rubert Bover

In the presence of:

Witness's signature:

I confirm that I was physically present
when Jaime Rubert Bover signed this
Deed

Name: maria antonia grimalt

Address:

HD

HD

SIGNED AS A DEED by
JORGE GABRIEL SUREDA
MORANTA

[Redacted Signature]

Jorge Gabriel Sureda Moranta

In the presence of:

Witness's signature:

[Redacted Signature]

I confirm that I was physically present
when Jorge Gabriel Sureda Moranta
signed this Deed

Name: Maria Mas Jaume

Address:

[Redacted Address]

SIGNED AS A DEED by

JORGE FUSTER ROSSELLÓ

[Redacted Signature]

Jorge Fuster Rosselló

HD

In the presence of:

Witness's signature:

[Redacted Signature]

I confirm that I was physically present
when Jorge Fuster Rosselló signed this
Deed

Name:

[Redacted Name]

Address:

[Redacted Address]

SIGNED AS A DEED by

JOSÉ ANTONIO PÉREZ
HERNÁNDEZ

José Antonio Pérez Hernández

In the presence of:

Witness's signature:

[Redacted Signature]

I confirm that I was physically present
when José Antonio Pérez Hernández
signed this Deed

Name: Esther Ramirez Medina

HD

Address:

[Redacted Address]

SIGNED AS A DEED by
JORGE GABRIEL SUREDA
MORANTA _____
Jorge Gabriel Sureda Moranta

In the presence of:

Witness's signature: _____

HD

I confirm that I was physically present
when Jorge Gabriel Sureda Moranta
signed this Deed

Name: _____

Address: _____

SIGNED AS A DEED by
JORGE FUSTER ROSSELLÓ _____
Jorge Fuster Rosselló

In the presence of:

Witness's signature: _____

I confirm that I was physically present
when Jorge Fuster Rosselló signed this
Deed

Name: Juan Vivo Salord

Address: _____

SIGNED AS A DEED by
JOSÉ ANTONIO PÉREZ
HERNÁNDEZ _____
José Antonio Pérez Hernández

In the presence of:

Witness's signature: _____

I confirm that I was physically present
when José Antonio Pérez Hernández
signed this Deed

HD

Name: _____

Address: _____

SIGNED AS A DEED by
JUAN ANTONIO OLIVER JAUME

Juan Antonio Oliver Jaume

In the presence of:

Witness's signature:

I confirm that I was physically present
when Juan Antonio Oliver Jaume signed
this Deed

HD

Name: Maria Isabel Vicens Obrador

Address:

SIGNED AS A DEED by
LUIS FERNANDO BARCELO
MUNTANER

Luis Fernando Barcelo Muntaner

In the presence of:

Witness's signature:

I confirm that I was physically present
when Luis Fernando Barcelo Muntaner
signed this Deed

HD

Name:

Address:

SIGNED AS A DEED by
MANUEL FUSTER MARTÍNEZ

Manuel Fuster Martínez

In the presence of:

Witness's signature:

I confirm that I was physically present
when Manuel Fuster Martínez signed
this Deed

Name: Mia Perello

Address:

SIGNED AS A DEED by
JUAN ANTONIO OLIVER JAUME

Juan Antonio Oliver Jaume

In the presence of:

Witness's signature: _____

HD

I confirm that I was physically present
when Juan Antonio Oliver Jaume signed
this Deed

Name: _____

Address: _____

SIGNED AS A DEED by
LUIS FERNANDO BARCELO
MUNTANER

Luis Fernando Barcelo Muntaner

In the presence of:

Witness's signature: _____

I confirm that I was physically present
when Luis Fernando Barcelo Muntaner
signed this Deed

Name: ANA MARIA GARCIA

HD

Address: _____

SIGNED AS A DEED by
MANUEL FUSTER MARTÍNEZ

Manuel Fuster Martínez

In the presence of:

Witness's signature: _____

I confirm that I was physically present
when Manuel Fuster Martínez signed
this Deed

HD

Name: _____

Address: _____

**SIGNED AS A DEED by
MANUEL OLIVER VERA**

Manuel Oliver Vera

In the presence of:

Witness's signature:

I confirm that I was physically present
when Manuel Oliver Vera signed this
Deed

Name: Luis Oliver Vera

Address:

**SIGNED AS A DEED by
MARGALIDA ROSSELLO CANALS**

Margalida Rossello Canals

In the presence of:

Witness's signature:

I confirm that I was physically present
when Margalida Rossello Canals signed
this Deed

Name: Isidro Amengual Mateu

Address:

**SIGNED AS A DEED by
MARGARITA TOMÁS GALMES**

Margarita Tomás Galmes

In the presence of:

Witness's signature:

I confirm that I was physically present
when Margarita Tomás Galmes signed
this Deed

Name: Cristina Francisca Mataró Tomás

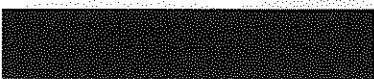
Address:

HD

SIGNED AS A DEED by
MARGARITA SOFIA VIDAL
CUART

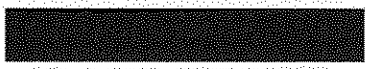

Margarita Sofia Vidal Cuart

In the presence of:

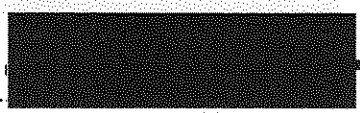
Witness's signature: 

I confirm that I was physically present
when Margarita Sofia Vidal Cuart signed
this Deed


Name: Francisco José Gual Vicens

Address: 

SIGNED AS A DEED by
MARIA DEL CARMEN MARTINEZ
CABALLOS


María Del Carmen Martinez Caballos


In the presence of:

Witness's signature: 

HD

I confirm that I was physically present
when Maria Del Carmen Martinez
Caballos signed this Deed

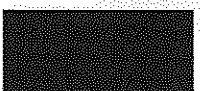
Name: 

Address: 

SIGNED AS A DEED by
MARIANO MORAGUES MATAS

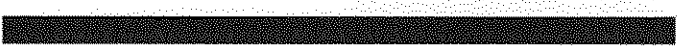
Mariano Moragues Matas

In the presence of:

Witness's signature: 

I confirm that I was physically present
when Mariano Moragues Matas signed
this Deed

Name: Bárbara Felgueroso Rodríguez

Address: 

SIGNED AS A DEED by
MARGARITA SOFIA VIDAL
CUART

.....
Margarita Sofia Vidal Cuart

In the presence of: _____

Witness's signature: _____

HD

I confirm that I was physically present
when Margarita Sofia Vidal Cuart signed
this Deed

Name: _____

Address: _____

SIGNED AS A DEED by
MARIA DEL CARMEN MARTINEZ
CABALLOS

.....
Maria Del Carmen Martinez Caballos

In the presence of: _____

Witness's signature _____

I confirm that I was physically present
when Maria Del Carmen Martinez
Caballos signed this Deed

Name: **Juan Vivo Salord**

Address: _____

SIGNED AS A DEED by
MARIANO MORAGUES MATAS

.....
Mariano Moragues Matas

In the presence of: _____

Witness's signature: _____

HD

I confirm that I was physically present
when Mariano Moragues Matas signed
this Deed

Name: _____

Address: _____

SIGNED AS A DEED by
MATEO MESQUIDA RUBERT

.....
Mateo Mesquida Rubert

In the presence of:

Witness's signature:

I confirm that I was physically present
when Mateo Mesquida Rubert signed
this Deed

HD

Name: Mirta Lorena Alessandra Jakober

Address:

SIGNED AS A DEED by
MARIA DE LAS MERCEDEZ
LOPEZ QUERO GALAN

.....
Maria de las Mercedes Lopez Quero Galan

In the presence of:

Witness's signature:

I confirm that I was physically present
when Maria de las Mercedes Lopez
Quero Galan signed this Deed

HD

Name:

Address:

SIGNED AS A DEED by
MIGUEL BATLE MUNAR

.....
Miguel Batle Munar

In the presence of:

Witness's signature:

I confirm that I was physically present
when Miguel Batle Munar signed this
Deed

HD

Name: ANTONIA GINARD PALMER

Address:

SIGNED AS A DEED by
MATEO MESQUIDA RUBERT

Mateo Mesquida Rubert

In the presence of:

Witness's signature:

HD

I confirm that I was physically present
when Mateo Mesquida Rubert signed
this Deed

Name:

Address:

SIGNED AS A DEED by
MARIA DE LAS MERCEDEZ
LOPEZ QUERO GALAN

María de las Mercedes Lopez Quero Galan

In the presence of:

Witness's signature:

HD

I confirm that I was physically present
when Maria de las Mercedes Lopez
Quero Galan signed this Deed

Name: Cristina Francisca Mataró Tomás

HD

Address:

SIGNED AS A DEED by
MIGUEL BATLE MUNAR

Miguel Batle Munar

In the presence of:

Witness's signature:

HD

I confirm that I was physically present
when Miguel Batle Munar signed this
Deed

Name:

Address:

**SIGNED AS A DEED by
PAU OLIVER VICENS**

Pau Oliver Vicens

In the presence of:

Witness's signature:

I confirm that I was physically present
when Pau Oliver Vicens signed this Deed

Name: Maria Isabel Vicens Obrador

HD

Address:

**SIGNED AS A DEED by
PEDRO ANTONIO MATARÓ
TOMÁS**

Pedro Antonio Mataró Tomás

In the presence of:

Witness's signature:

I confirm that I was physically present
when Pedro Antonio Mataró Tomás
signed this Deed

Name: Gori Monerri Sastre

Address:

**SIGNED AS A DEED by
SANDRINE ROIG**

Sandrine Roig

In the presence of:

Witness's signature:

I confirm that I was physically present
when Sandrine Roig signed this Deed

Name: Gori Monerri Sastre

Address:

SIGNED AS A DEED by
PAU OLIVER VICENS

.....
Pau Oliver Vicens

In the presence of:

Witness's signature:

HD

I confirm that I was physically present
when Pau Oliver Vicens signed this Deed

Name:

Address:

SIGNED AS A DEED by
PEDRO ANTONIO MATARÓ
TOMÁS

.....
Pedro Antonio Mataró Tomás

In the presence of:

Witness's signature:

I confirm that I was physically present
when Pedro Antonio Mataró Tomás
signed this Deed

Name: Cristina Francisca Mataró Tomás

HD

Address:

SIGNED AS A DEED by
SANDRINE ROIG

.....
Sandrine Roig

In the presence of:

Witness's signature:

HD

I confirm that I was physically present
when Sandrine Roig signed this Deed

Name:

Address:

**SIGNED AS A DEED by
STEPHANE ROIG**

Stephane Roig

In the presence of:

Witness's signature:

I confirm that I was physically present
when Stephane Roig signed this Deed

Name: Andrea Plienegger

HD

Address:

**SIGNED AS A DEED by
ANTONIO NADAL**

Antonio Nadal

In the presence of:

Witness's signature:

HD

I confirm that I was physically present
when Antonio Nadal signed this Deed

Name:

Address:

**EXECUTED AS A DEED by
ASPEMIR S.L**

acting by a Director who, in accordance
with the laws of Spain is acting under the
authority of the company

Director

Name:

HD

In the presence of:

Witness's signature:

I confirm that I was physically present
when the Director signed this Deed

Name:

Address:

SIGNED AS A DEED by
STEPHANE ROIG

Stephane Roig

In the presence of:

HD

Witness's signature:

I confirm that I was physically present
when Stephane Roig signed this Deed

Name:

Address:

SIGNED AS A DEED by
ANTONIO NADAL

Antonio Nadal

In the presence of:

Witness's signature:

I confirm that I was physically present
when Antonio Nadal signed this Deed

Name: Joana Maria Vives

Address:

EXECUTED AS A DEED by
ASPEMIR S.L

acting by a Director who, in accordance
with the laws of Spain is acting under the
authority of the company

Director

Name: ANA MARIA PARERA FEMENIAS

In the presence of:

Witness's signature:

I confirm that I was physically present
when the Director signed this Deed

Name: MARIA ANGELES LORENZO

Address:

**SIGNED AS A DEED by
DAVID ALCARAZ**

David Alcaraz

In the presence of:

Witness's signature:

I confirm that I was physically present
when David Alcaraz signed this Deed

HD

Name: Jessica Vázquez Fernández

Address:

**EXECUTED AS A DEED by
DONE EVENTS S.L.**

acting by a Director who, in accordance
with the laws of Spain is acting under the
authority of the company

Director

In the presence of:

Witness's signature:

I confirm that I was physically present
when the Director signed this Deed

Name: María Isabel Najar Parera

Address:

**SIGNED AS A DEED by
EMILIO BUTRAGUEÑO
GONZALEZ**

Emilio Butragueño Gonzalez

In the presence of:

Witness's signature:

I confirm that I was physically present
when Emilio Butragueño Gonzalez
signed this Deed

Name: Emilio Butragueño Santos

HD

Address:

SIGNED AS A DEED by
DAVID ALCARAZ

David Alcaraz

In the presence of:

Witness's signature:

HD

I confirm that I was physically present
when David Alcaraz signed this Deed

Name:

Address:

EXECUTED AS A DEED by
DONE EVENTS S.L.

acting by a Director who, in accordance
with the laws of Spain is acting under the
authority of the company

Director Sebastian Nadal Homar

In the presence of:

Witness's signature:

I confirm that I was physically present
when the Director signed this Deed

Name: María Angeles Lorenzo Lopez

Address:

SIGNED AS A DEED by
EMILIO BUTRAGUEÑO
GONZALEZ

Emilio Butragueño Gonzalez

In the presence of:

Witness's signature:

HD

I confirm that I was physically present
when Emilio Butragueño Gonzalez
signed this Deed

Name:

Address:

**SIGNED AS A DEED by
FERNANDO MARTOS PIZA**

[REDACTED]
Fernando Martos Piza

In the presence of:

Witness's signature:

I confirm that I was physically present
when Fernando Martos Piza signed this
Deed

Name: MARIA ANGELES LORENZO LOPEZ

Address:

**SIGNED AS A DEED by
FERNANDO MIGUEL MARTOS
MACKOW**

[REDACTED]
Fernando Miguel Martos Mackow

In the presence of:

Witness's signature:

I confirm that I was physically present
when Fernando Miguel Martos Mackow
signed this Deed

Name: MARIA ANGELES LORENZO LOPEZ

Address:

**SIGNED AS A DEED by
FRANCISCA PIZA PALMAR**

[REDACTED]
Francisca Piza Palmar

In the presence of:

Witness's signature:

I confirm that I was physically present
when Francisca Piza Palmar signed this
Deed

Name: MARIA ANGELES LORENZO LOPEZ

Address:

**EXECUTED AS A DEED by
GRUP D'ASSEGURANCES 1996,
S.L.**

acting by a Director who, in accordance
with the laws of Spain is acting under the
authority of the company

Director

Name: Miguel Angel Nadal Homar

HD

In the presence of:

Witness's signature:

I confirm that I was physically present
when the Director signed this Deed

Name: Lara Fraire Ventura

HD

Address:

**EXECUTED AS A DEED by
GRUPO MIGUEL ANGEL 7
INVERSIONES S.L.**

acting by a Director who, in accordance
with the laws of Spain is acting under the
authority of the company

Director

Name: Sonia Grodíl

In the presence of:

Witness's signature:

I confirm that I was physically present
when the Director signed this Deed

Name: Emilio Butragueño Santos

HD

Address:

EXECUTED AS A DEED by
LUCHINO, S.L
acting by a Director who, in accordance
with the laws of Spain is acting under the
authority of the company

Director

Name: CARLOS COSTA

In the presence of:

Witness's signature:

I confirm that I was physically present
when the Director signed this Deed

Name: ICIAR OLIVIA OLIDEN OLIVARES

Address:

SIGNED AS A DEED by
MARIA FRANCISCA PERELLÓ

Maria Francisca Perelló

In the presence of:

Witness's signature:

HD

I confirm that I was physically present
when Maria Francisca Perelló signed
this Deed

Name:

Address:

SIGNED AS A DEED by
MARÍA ISABEL NADAL PARERA

María Isabel Nadal Parera

In the presence of:

Witness's signature:

I confirm that I was physically present
when María Isabel Nadal Parera signed
this Deed

HD

Name:

Address:

EXECUTED AS A DEED by
LUCHINO, S.L

acting by a Director who, in accordance
with the laws of Spain is acting under the
authority of the company

Director

Name:

In the presence of:

HD

Witness's signature:

I confirm that I was physically present
when the Director signed this Deed

Name:

Address:

SIGNED AS A DEED by
MARIA FRANCISCA PERELLÓ

Maria Francisca Perelló

In the presence of:

Witness's signature:

I confirm that I was physically present
when Maria Francisca Perelló signed
this Deed

Name: Maria Angels Lorenzo

Address:

SIGNED AS A DEED by
MARÍA ISABEL NADAL PARERA

María Isabel Nadal Parera

In the presence of:

Witness's signature:

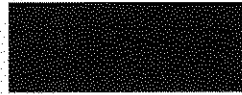
I confirm that I was physically present
when María Isabel Nadal Parera signed
this Deed

Name: Ana Maria Parera

HD

Address:

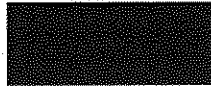
SIGNED AS A DEED by
MARIA MAGDALENA NADAL
HOMAR



Maria Magdalena Nadal Homar

In the presence of:

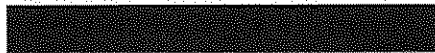
Witness's signature:



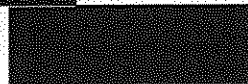
I confirm that I was physically present
when Maria Magdalena Nadal Homar
signed this Deed

Name: Jorge Jose Alborch Baumann

Address:



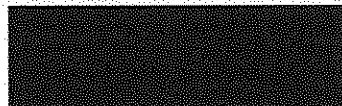
SIGNED AS A DEED by
NATALIA BUTRAGUEÑO
GONZALEZ



Natalia Butragueño Gonzalez

In the presence of:

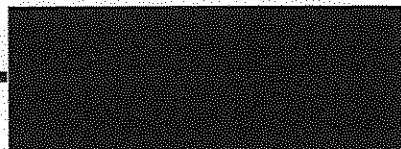
Witness's signature:



I confirm that I was physically present
when Natalia Butragueño Gonzalez
signed this Deed

Name: Emilio Butragueño Santos

Address:



SIGNED AS A DEED by
PEDRO MARTOS PIZA

Pedro Martos Piza

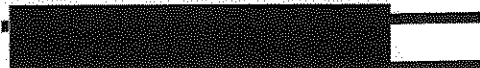
In the presence of:

Witness's signature:

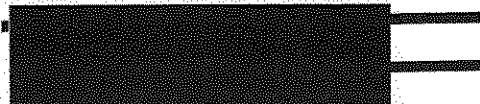


I confirm that I was physically present
when Pedro Martos Piza signed this
Deed

Name:



Address:



HD

HD

SIGNED AS A DEED by
MARIA MAGDALENA NADAL
HOMAR

Maria Magdalena Nadal Homar

In the presence of:

Witness's signature:

HD

I confirm that I was physically present
when Maria Magdalena Nadal Homar
signed this Deed

Name:

Address:

SIGNED AS A DEED by
NATALIA BUTRAGUEÑO
GONZALEZ

Natalia Butragueño Gonzalez

In the presence of:

Witness's signature:

HD

I confirm that I was physically present
when Natalia Butragueño Gonzalez
signed this Deed

Name:

Address:

SIGNED AS A DEED by
PEDRO MARTOS PIZA

Pedro Martos Piza

In the presence of:

Witness's signature:

I confirm that I was physically present
when Pedro Martos Piza signed this
Deed

Name: MARIA ANGELES LORENZO LOPEZ

Address:

**SIGNED AS A DEED BY
RAFAEL NADAL HOMAR**

[REDACTED].....
Rafael Nadal Homar

In the presence of:

Witness's signature: [REDACTED]

I confirm that I was physically present
when Rafael Nadal Homar signed this
Deed

Name: MARIA JOANA BARCELO OLIVER

Address: [REDACTED]

**SIGNED AS A DEED by
RAQUEL BUTRAGUEÑO
GONZALEZ**

[REDACTED].....
Raquel Butragueño Gonzalez

In the presence of:

HD

Witness's signature: [REDACTED]

I confirm that I was physically present
when Raquel Butragueño Gonzalez
signed this Deed

Name: [REDACTED]

Address: [REDACTED]

**SIGNED AS A DEED by
SEBASTIAN NADAL HOMAR**

[REDACTED].....
Sebastian Nadal Homar

In the presence of:

Witness's signature: [REDACTED]

HD

I confirm that I was physically present
when Sebastian Nadal Homar signed
this Deed

Name: [REDACTED]

Address: [REDACTED]

**SIGNED AS A DEED BY
RAFAEL NADAL HOMAR**

Rafael Nadal Homar

In the presence of:

Witness's signature:

HD

I confirm that I was physically present
when Rafael Nadal Homar signed this
Deed

Name:

Address:

**SIGNED AS A DEED by
RAQUEL BUTRAGUEÑO
GONZALEZ**

Raquel Butragueño Gonzalez

In the presence of:

Witness's signature:

I confirm that I was physically present
when Raquel Butragueño Gonzalez
signed this Deed

Name: Emilio Butragueño

HD

Address:

**SIGNED AS A DEED by
SEBASTIAN NADAL HOMAR**

Sebastian Nadal Homar

In the presence of:

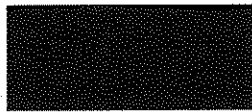
Witness's signature:

I confirm that I was physically present
when Sebastian Nadal Homar signed
this Deed

Name: María Angeles Lorenzo Lopez

Address:

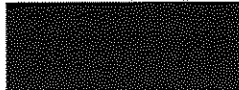
SIGNED AS A DEED by
SERGIO BRUGUERA TORNER



Sergio Bruguera Torner

In the presence of:

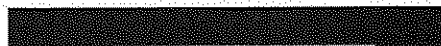
Witness's signature:



I confirm that I was physically present
when Sergio Bruguera Torner signed
this Deed

Name: sandra jover

Address:



EXECUTED AS A DEED by
SON JANER,S.L

acting by a Director who, in accordance
with the laws of Spain is acting under the
authority of the company

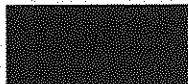
Director

Name: Miguel Angel Nadal Homar

HD

In the presence of:

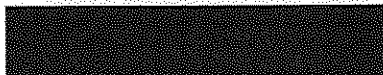
Witness's signature:



I confirm that I was physically present
when the Director signed this Deed

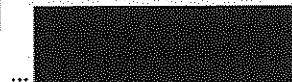
Name: Lara Fraire Ventura

Address:



HD

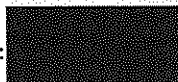
SIGNED AS A DEED by
ANTONIA PONS VICTORY



Antonia Pons Victory

In the presence of:

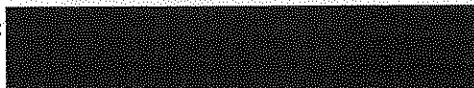
Witness's signature:



I confirm that I was physically present
when Antonia Pons Victory signed this
Deed

Name: RAUL TORAL

Address:



HD

SIGNED AS A DEED by
BARBARA TUGORES MIR

Barbara Tugores Mir

In the presence of:

Witness's signature:

I confirm that I was physically present
when Barbara Tugores Mir signed this
Deed

Name: Joan Ramis Tugores

Address:

SIGNED AS A DEED by
CARLOS RAMIS

Carlos Ramis

HD

In the presence of:

Witness's signature:

I confirm that I was physically present
when Carlos Ramis signed this Deed

Name:

Address:

SIGNED AS A DEED by
DANIEL RAMIS DURA

Daniel Ramis Dura

HD

In the presence of:

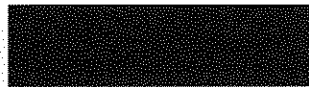
Witness's signature:

I confirm that I was physically present
when Daniel Ramis Dura signed this
Deed

Name:

Address:

SIGNED AS A DEED by
BARBARA TUGORES MIR

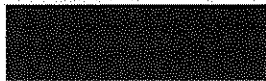


Barbara Tugores Mir

In the presence of:

HD

Witness's signature:

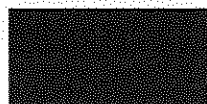


I confirm that I was physically present
when Barbara Tugores Mir signed this
Deed

Name:



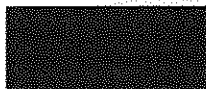
Address:



Carlos Ramis

In the presence of:

Witness's signature:



I confirm that I was physically present
when Carlos Ramis signed this Deed

Name: Miguel Ramis

Address:



DocuSigned by:

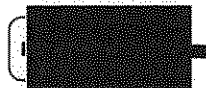


SIGNED AS A DEED by
DANIEL RAMIS DURA

Daniel Ramis Dura

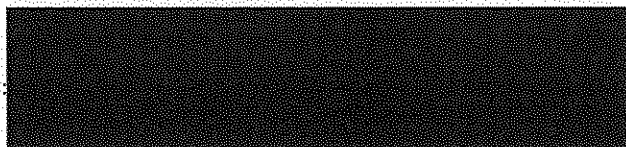
In the presence of:

Witness's signature:



I confirm that I was physically present
when Daniel Ramis Dura signed this
Deed

Name:



Address:



HD

**SIGNED AS A DEED by
BARBARA TUGORES MIR**

Barbara Tugores Mir

In the presence of:

Witness's signature:

I confirm that I was physically present
when Barbara Tugores Mir signed this
Deed

Name:

Address:

**SIGNED AS A DEED by
CARLOS RAMIS**

Carlos Ramis

In the presence of:

Witness's signature:

I confirm that I was physically present
when Carlos Ramis signed this Deed

Name:

Address:

**SIGNED AS A DEED by
DANIEL RAMIS DURA**

Daniel Ramis Dura

In the presence of:

Witness's signature:

I confirm that I was physically present
when Daniel Ramis Dura signed this
Deed

Name: James McKenna

Address:

SIGNED AS A DEED by
DANIEL SANCHEZ CASTELLANOS

[REDACTED]
Daniel Sanchez Castellanos

In the presence of:

Witness's signature: [REDACTED]

I confirm that I was physically present
when Daniel Sanchez Castellanos signed
this Deed

Name: Melina Sánchez castellanos

Address: [REDACTED]

EXECUTED AS A DEED by
DURA 17 S.L.
acting by a Director who, in accordance
with the laws of Spain is acting under the
authority of the company

[REDACTED]
Director

Name: [REDACTED]

HD

In the presence of:

Witness's signature: [REDACTED]

I confirm that I was physically present
when the Director signed this Deed

Name: [REDACTED]

Address: [REDACTED]

SIGNED AS A DEED by
MARIA FERNANDA DURA CASTILLO

[REDACTED]
Maria Fernanda Dura Castillo

HD

In the presence of:

Witness's signature: [REDACTED]

I confirm that I was physically present
when Maria Fernanda Dura Castillo
signed this Deed

Name: [REDACTED]

Address: [REDACTED]

SIGNED AS A DEED by
DANIEL SANCHEZ
CASTELLANOS

.....
Daniel Sanchez Castellanos HD

In the presence of:

Witness's signature:

I confirm that I was physically present
when Daniel Sanchez Castellanos signed
this Deed

Name:

Address:

EXECUTED AS A DEED by
DURA 17 S.L.

acting by a Director who, in accordance
with the laws of Spain is acting under the
authority of the company

.....
Director
Name: Miguel Ramis

In the presence of:

Witness's signature:

I confirm that I was physically present
when the Director signed this Deed

Name: Maria Más Jaume

Address:

SIGNED AS A DEED by
MARIA FERNANDA DURA
CASTILLO

.....
Maria Fernanda Dura Castillo

In the presence of:

Witness's signature:

I confirm that I was physically present
when Maria Fernanda Dura Castillo
signed this Deed

Name:

Address:

SIGNED AS A DEED by
DANIEL
CASTELLANOS

SANCHEZ

.....
Daniel Sanchez Castellanos

In the presence of:

Witness's signature:

HD

I confirm that I was physically present
when Daniel Sanchez Castellanos signed
this Deed

Name:

Address:

EXECUTED AS A DEED by
DURA 17 S.L.

acting by a Director who, in accordance
with the laws of Spain is acting under the
authority of the company

.....
Director

Name:

HD

In the presence of:

Witness's signature:

I confirm that I was physically present
when the Director signed this Deed

Name:

Address:

SIGNED AS A DEED by
MARIA FERNANDA
CASTILLO

DURA

.....
Maria Fernanda Dura Castillo

In the presence of:

Witness's signature:

I confirm that I was physically present
when Maria Fernanda Dura Castillo
signed this Deed

Name: Marta Berga Durá

Address:

HD

SIGNED AS A DEED by
JAIME ESTELRICH VADELL

Jaime Estelrich Vadell

In the presence of:

Witness's signature:

I confirm that I was physically present
when Jaime Estelrich Vadell signed this
Deed

Name: MARIA ESTELRICH RAMIS

Address:

SIGNED AS A DEED by
JAIME PASTOR ALOY

Jaime Pastor Aloy

In the presence of:

Witness's signature:

I confirm that I was physically present
when Jaime Pastor Aloy signed this
Deed

Name:

Address:

SIGNED AS A DEED by
JOSUNE OLARTE LOPEZ DE
SUSO

Josune Olarte Lopez de Suso

In the presence of:

Witness's signature:

I confirm that I was physically present
when Josune Olarte Lopez de Suso
signed this Deed

Name: Maria Más Jaume

Address:

**SIGNED AS A DEED by
JAIME ESTELRICH VADELL**

In the presence of:

Witness's signature:

I confirm that I was physically present
when Jaime Estelrich Vadell signed this
Deed

Name:

Address:

**SIGNED AS A DEED by
JAIME PASTOR ALOY**

Jaime Pastor Aloy

In the presence of:

Witness's signature:

I confirm that I was physically present
when Jaime Pastor Aloy signed this
Deed

Name: Karina Bogarra Duvigneau

Address:

**SIGNED AS A DEED by
JOSUNE OLARTE LOPEZ DE
SUSO**

Josune Olarte Lopez de Suso

HD

In the presence of:

Witness's signature:

I confirm that I was physically present
when Josune Olarte Lopez de Suso
signed this Deed

Name:

Address:

**SIGNED AS A DEED by
JUAN RAMIS BARRIOS**

Juan Ramis Barrios

In the presence of:

Witness's signature:

I confirm that I was physically present
when Juan Ramis Barrios signed this
Deed

Name: Miguel Ramis

Address:

**SIGNED AS A DEED by
JUANA DURA CASTILLO**

Juana Dura Castillo

In the presence of:

Witness's signature:

I confirm that I was physically present
when Juana Dura Castillo signed this
Deed

Name: José Vicente ARRUE

Address:

**SIGNED AS A DEED by
JUANA RAMIS BARRIOS**

Juana Ramis Barrios

In the presence of:

Witness's signature:

I confirm that I was physically present
when Juana Ramis Barrios signed this
Deed

Name: Miguel Ramis

Address:

HD

SIGNED AS A DEED by
MARIA DEL CARMEN DURA
CASTILLO

.....
Maria del Carmen Dura Castillo

In the presence of:

Witness's signature:

I confirm that I was physically present
when Maria del Carmen Dura Castillo
signed this Deed

Name: Marta Berga Durá

Address:

HD

SIGNED AS A DEED by
MARÍA JOSÉ CASTELLANO
TRIVIÑO

.....
María José Castellano Triviño

In the presence of:

Witness's signature:

I confirm that I was physically present
when María José Castellano Triviño
signed this Deed

Name: Melina Sánchez Castellanos

Address:

SIGNED AS A DEED by
RAFAEL JAIME BULDU

.....
Rafael Jaime Buldu

In the presence of:

Witness's signature:

I confirm that I was physically present
when Rafael Jaime Buldu signed this
Deed

Name: Maria Mas Jaume

Address:

SIGNED AS A DEED by
ZSOFIA KADLER

Zsofia Kadler

In the presence of:

Witness's signature:

I confirm that I was physically present
when Zsofia Kadler signed this Deed

Name: Maria Más

Address:

EXECUTED AS A DEED by
KB CAPITAL S.A.

acting by a Director who, in accordance
with the laws of Costa Rica is acting
under the authority of the company

Director

Name: Alberto Kader

In the presence of:

Witness's signature:

I confirm that I was physically present
when the Director signed this Deed

Name: Kattia Vargas

Address:

EXECUTED AS A DEED by
NAIAD 2012 S.L.

acting by two directors who, in accordance
with the laws of Spain is acting under the
authority of the company

Director

Name: Miguel Ramis

Sebastian Nadal Homar

HD

In the presence of:

Witness's signature:

I confirm that I was physically present
when the Director signed this Deed

Name:

HD

Address:

EXECUTED AS A DEED by
FORESIGHT FIBRE HOLDCO LIMITED
acting by a Director

[Redacted Signature]
Director
Name: Anouska Morjaria

In the presence of: [Redacted]
Witness's signature: [Redacted]

I confirm that I was physically present
when the Director signed this Deed

Name: Asha Morjaria

Address: [Redacted]
[Redacted]

EXECUTED AS A DEED by
ADVANCED NETWORK TECHNOLOGIES LTD
acting by a Director

[Redacted Signature]
Director
Name: Carlos Bock

In the presence of: [Redacted]
Witness's signature: [Redacted]

I confirm that I was physically present
when the Director signed this Deed

Name: Tracey Sheehan

Address: [Redacted]
[Redacted]

SIGNED AS A DEED by
AMMAR JAWAID

[Redacted Signature]
Ammar Jawaïd

In the presence of: [Redacted]
Witness's signature: [Redacted]

I confirm that I was physically present
when Ammar Jawaïd signed this Deed

Name: Faizah Jawaïd

Address: [Redacted]

SIGNED AS A DEED by
DAVID AMOROS ALCARAZ

David Amoros Alcaraz

In the presence of:

Witness's signature:

I confirm that I was physically present
when David Amoros Alcaraz signed this
Deed

Name: María José Marín Romero

Address:

SIGNED AS A DEED by
GRAZIELA ADRIEN E CASTRO

Graziela Adrien e Castro

In the presence of:

Witness's signature:

I confirm that I was physically present
when Graziela Adrien e Castro signed
this Deed

Name: Alex Martinez

Address:

SIGNED AS A DEED by
JOSE LUIS SAN MARTIN NUNEZ

Jose Luis San Martin Nunez

In the presence of:

Witness's signature:

I confirm that I was physically present
when Jose Luis San Martin Nunez
signed this Deed

Name: Alex Martinez

Address:

EXECUTED AS A DEED by
MAESTRO TECHNOLOGIES LTD
acting by a Director

Director
Name: Carlos Bock

In the presence of:

Witness's signature:

I confirm that I was physically present
when the Director signed this Deed

Name: Tracey Sheehan

Address:

SIGNED AS A DEED by
MARTA COMAS

Marta Comas

In the presence of:

Witness's signature:

I confirm that I was physically present
when Marta Comas signed this Deed

Name: Victor Dot

Address:

HD

SIGNED AS A DEED by
ORIOLE RIBA

Oriol Riba

In the presence of:

Witness's signature:

I confirm that I was physically present
when Oriol Riba signed this Deed

Name: Sara Vega

Address:

HD

SIGNED AS A DEED by
XAVIER BALLESTE GOMEZ

Xavier Balleste Gomez

In the presence of:

Witness's signature:

I confirm that I was physically present
when Xavier Balleste Gomez signed this
Deed

Name: Carme Balleste

Address:

SIGNED AS A DEED by
RAQUEL ARRUE DURA

Raquel Arrue Dura

In the presence of:

Witness's signature:

HD

I confirm that I was physically present
when Marta Comas signed this Deed

Name:

Address:

Borrower

EXECUTED AS A DEED by
F&W NETWORKS LTD

acting by a Director

Director

Name:

HD

In the presence of:

Witness's signature:

I confirm that I was physically present
when the Director signed this Deed

Name:

Address:

**SIGNED AS A DEED by
XAVIER BALLESTE GOMEZ**

[Redacted Signature]
Xavier Balleste Gomez

In the presence of:

Witness's signature:

[Redacted Signature]

HD

I confirm that I was physically present
when Xavier Balleste Gomez signed this
Deed

Name: [Redacted]

Address: [Redacted]

**SIGNED AS A DEED by
RAQUEL ARRUE DURA**

[Redacted Signature]
Raquel Arrue Dura

In the presence of:

Witness's signature:

[Redacted Signature]
DEA6C118E6744B0...

I confirm that I was physically present
when Marta Comas signed this Deed

HD Name: Vicente Arrué Durá.

Address: [Redacted]

Borrower

**EXECUTED AS A DEED by
F&W NETWORKS LTD**

acting by a Director

[Redacted Signature]
Director
Name: Carlos Bock

In the presence of:

Witness's signature:

[Redacted Signature]

I confirm that I was physically present
when the Director signed this Deed

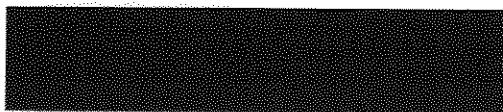
Name: Tracey Sheehan

Address: [Redacted]

Security Agent

SANTANDER UK PLC

By:



Jonathan Corcoran Alex Lindsey

