

MR01

Particulars of a charge

158690/26

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

What this form is for
You may use this form to register
a charge created or evidenced by
an instrument

What this form is NOT for
You may not use this form to
register a charge where there is no
instrument Use form MR02

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form. It must be scanned and placed on the public record. **Do not send the original**



A12 *A316B2CZ* #119
09/10/2014
COMPANIES HOUSE

THURSDAY

1 Company details

Company number 0 9 0 9 1 9 3 4

Company name in full Aston Bidco Limited

3 For official use
→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date ^d0 ^d3 ^m1 ^m0 ^y2 ^y0 ^y1 ^y4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name Mr James Wilson

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below

I confirm that there are more than four persons, security agents or trustees entitled to the charge

MR01

Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

Yes

No

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

Yes Continue

No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

Yes

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

Yes

No

8 Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

¹ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

x Squire Patton Boggs (UK) LLP x

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge

Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Emma Perez EP1/HAM 502-47

Company name Squire Patton Boggs (UK) LLP

Address 2 Park Lane

Post town Leeds

County/Region

Postcode

L	S	3	1	E	S
---	---	---	---	---	---

Country England

DX

Telephone +44 (0113) 284 7000

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- The company name and number match the information held on the public Register
- You have included a certified copy of the instrument with this form
- You have entered the date on which the charge was created
- You have shown the names of persons entitled to the charge
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- You have given a description in Section 4, if appropriate
- You have signed the form
- You have enclosed the correct fee
- Please do not send the original instrument, it must be a certified copy

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.

Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9091934

Charge code: 0909 1934 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd October 2014 and created by ASTON BIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th October 2014

Given at Companies House, Cardiff on 14th October 2014



Companies House



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

DATED 3 October 2014

ASTON BIDCO LIMITED
(as Chargor) (1)

and

JAMES WILSON
(as Security Trustee) (2)

and

JAMES WILSON
(as Management Seller) (3)

CHARGE ON DEPOSIT

Squire Patton Boggs (UK) LLP
2 Park Lane
Leeds
LS3 1ES
United Kingdom
DX 26441 Leeds

O +44 113 284 7000
F +44 113 284 7001

Reference RNM/HAM 502-47

Save for material redacted
pursuant to s. 859G of
The Companies Act 2006

We hereby certify that this is a
true and correct copy of the original
Dated 6/10/2014

Squire Patton Boggs (UK) LLP
SQUIRE PATTON BOGGS (UK) LLP
2 PARK LANE
LEEDS
LS3 1ES

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DATE OF DEED

3 October

2014

PARTIES

- (1) **ASTON BIDCO LIMITED** a company registered in England and Wales with company number 09091934 whose registered office is at Squire Patton Boggs (UK) LLP (Ref. CSU), Rutland House, 148 Edmund Street, Birmingham, B3 2JR (the "**Chargor**");
- (2) **JAMES WILSON** of [REDACTED] (the "**Security Trustee**") as trustee for the Management Seller pursuant to the Trust Provisions (as defined below), and
- (3) **JAMES WILSON** of [REDACTED] (the "**Management Seller**")

INTRODUCTION

- A The Chargor is entering into this Deed to provide Security to the Security Trustee in connection with its obligations and liabilities under the Consideration Document and other documents
- B The Chargor has agreed to provide Security to secure the payment and discharge of the Secured Liabilities
- C The Chargor acknowledges that, amongst other matters, the Security Trustee requires the Deposit to be maintained and an assignment of the Related Rights

IT IS AGREED THAT

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed

"**Account**" means the Squire Patton Boggs (UK) LLP Client Account held with [REDACTED] at [REDACTED], A/C No [REDACTED], Sort Code [REDACTED], as the same may be redesignated or renumbered,

"**Charged Assets**" means all of the assets, rights, title, interests and benefits of the Chargor from time to time subject to the Security created or intended to be created by this Deed,

"**Consideration Document**" means the put and call option agreement to be entered into on or around the date of this Deed between (1) the Chargor, (2) James Wilson and (3) XLN Employee Benefit Trust 2010

"**Default Interest**" means a rate of 3% per annum higher than the base rate of Lloyds Bank plc from time to time,

"**Deposit**" means all or any of the amounts now or from time to time after the date of this Deed deposited by or on behalf of the Chargor to the credit of the Account together with any interest accrued or accruing from time to time on any of those

amounts and all rights of the Chargor in respect of those amounts and the debt represented by each of the amounts,

"Finance Document" means the Senior Finance Documents and the Super Senior Finance Documents and shall mean any of them,

"Group" means Aston (XLN) Topco Limited and each of its subsidiary undertakings within the meaning of section 1162 of the Companies Act 2006,

"Insolvency Event" means

- (a) the Chargor fails to pay any amount of the Secured Liabilities when due and payable, or
- (b) the Chargor fails to perform or observe any covenant, condition or provision contained in the Consideration Document and on its part to be performed and observed and the same is not remedied within 20 Business Days after notice in writing of such default has been given to the Chargor by any Management Seller requiring the Chargor to remedy the same, or
- (c) the Chargor or any material member of the Group shall cease or threaten to cease all or a substantial part of its operations (other than for the purpose of a voluntary reconstruction the terms of which have been previously sanctioned in writing by the Security Trustee), or
- (d) distress or other execution is levied or sued out upon or against an asset or assets of the Chargor or any material member of the Group and is not discharged within 14 days of having been so levied or sued out, or
- (e) the Chargor or any material member of the Group shall for the purposes of section 123(1) of the Insolvency Act 1986 be deemed to be unable to pay its debts, or
- (f) an order is made or an effective resolution passed for winding up the Chargor or any material member of the Group (except a voluntary winding up for the purpose of reconstruction or amalgamation the terms of which have been previously sanctioned in writing by the Security Trustee), or
- (g) an encumbrancer takes possession of or a receiver is appointed over the whole or any substantial part of the assets or undertaking of the Chargor or any material member of the Group which is not lifted or discharged within 14 days of such possession or appointment; or
- (h) any security or any charge or debenture or mortgage of the Chargor shall become enforceable under the terms thereof and the holder or holders thereof take any step (formal or otherwise) or proceedings to enforce the same, or
- (i) any other indebtedness of the Chargor or any material member of the Group in excess of £50,000 becomes repayable prior to the due date for repayment thereof by reason of default by the Chargor and the holder or holders thereof take any proceedings to obtain repayment, or

- (j) an Event of Default occurs (as such term is defined in the Finance Documents) or there is a breach of any of the covenants in the Finance Documents regardless of whether the agent, lenders or any other party to the relevant Finance Document has taken any action to enforce its rights under the Finance Documents or related documents in respect of such breach or has taken any step (formal or otherwise) to enforce its security in respect thereof but provided that the breach has not been specifically waived by the lenders,

"Intercreditor Deed" means the intercreditor agreement dated on or around the date of this Deed made between Aston (XLN) Topco Limited, the Chargor and other members of the Group, the security agent, the agent, the lenders under the Term Loan and the security agent, the agent and the lenders under the RCF, amongst others,

"LPA" means the Law of Property Act 1925,

"Party" means a party to this Deed,

"RCF" means the revolving credit facility between Lloyds Bank plc and members of the Group on or about the date of this Deed,

"Related Rights" means, in relation to the Account, the SPB Instruction Letter and/or the Deposit, all related rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities, covenants of title, monies, proceeds, right, title and / or interest,

"Secured Liability" means any liability expressed to be due, owing or payable by the Chargor to the Management Seller under the Consideration Document (together the **"Secured Liabilities"**),

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Period" means the period beginning on the date of this Deed and ending on the date on which the Management Seller is satisfied that the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full,

"Senior Finance Documents" shall have the meaning given to the term "Finance Documents" in the Term Loan,

"Share Purchase Agreement" means the sale and purchase agreement dated on or about even date and made between, among others, Aston Bidco Limited and the Sellers (as defined in that agreement),

"SPB Instruction Letter" means the unconditional and irrevocable letter of instruction given by, among others, the Chargor to Squire Patton Boggs (UK) LLP,

"Super Senior Finance Documents" shall have the meaning given to the term "Finance Documents" in the RCF,

"Term Loan" means the term loan facility agreement between GSO and members of the Group dated on or about the date of this Agreement,

"Trust Provisions" means the security trust provisions in Schedule 3 of this Deed

1 2 **Incorporation of terms**

Unless the context otherwise requires or unless defined in this Deed, all words and expressions defined or whose interpretation is provided for in the Share Purchase Agreement have the same meanings in this Deed

1 3 **Interpretation**

Unless the context otherwise requires, a reference to any other agreement or instrument is a reference to that other agreement or instrument as amended, novated, supplemented, restated or replaced (however fundamentally)

1 4 **Acknowledgement**

The Chargor acknowledges that the Security Trustee enters into this Deed as trustee for the Management Seller who shall be entitled to the full benefit of this Deed

1 5 **Effect as a deed**

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Trustee

1 6 **Third party rights**

Unless expressly provided to the contrary in this Deed a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed. 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

2 **COVENANT TO PAY**

2 1 **Secured liabilities**

The Chargor covenants that it will on demand pay and discharge any or all of the Secured Liabilities when due together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full unqualified indemnity basis, which may be incurred by the Security Trustee or the Management Seller in relation to any such Secured Liabilities

2 2 **Interest**

The Chargor covenants to pay interest on any sum demanded in accordance with clause 2 1 (*Secured liabilities*) until payment (both before and after judgment) at the Default Interest

3 SECURITY

3.1 Charge

As a continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee charges to the Security Trustee by way of first fixed charge all of the Chargor's present and future right, title and interest in and to the benefit of (but in the case of paragraph (b) below only if and to the extent the rights in question have not been effectively assigned pursuant to clause 3.2 below or such rights have been effectively assigned but such assignment has not been perfected by service of appropriate notice)

- (a) the Deposit, and
- (b) the Related Rights

3.2 Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee assigns to the Security Trustee absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities the benefit of the SPB Instruction Letter and the benefit of the Related Rights

3.3 Payment of the Deposit

- (a) Regardless of the terms on which moneys are credited to the Account, the Deposit will not accrue, become due or be payable to the Chargor until the Secured Liabilities have been irrevocably paid and discharged in full and until that time the Chargor shall not request, demand or claim to be entitled to withdraw or otherwise deal with the Deposit
- (b) The Parties to this Deed acknowledge that part of the consideration payable under the Consideration Document will be paid from the Deposit and the Chargor has given an irrevocable and unconditional instruction to Squire Patton Boggs (UK) LLP under the SPB Instruction Letter

4 TERMS OF THE DEPOSIT

Interest accruing on the Deposit shall be credited to the Account and shall accrue in accordance with the terms of the SPB Instruction Letter at the rate agreed from time to time at the rate prevailing on that account from time to time

5 REPRESENTATIONS AND WARRANTIES BY THE CHARGOR

5.1 Representations and warranties

The Chargor represents to the Security Trustee that

- (a) it is the sole, absolute, legal and beneficial owner of the Deposit,
- (b) no fixed charge Security exists on or over the Charged Assets,

- (c) no Insolvency Event is outstanding, and
- (d) the SPB Instruction Letter has been issued to Squire Patton Boggs (UK) LLP and is unconditional and irrevocable

6 POSITIVE COVENANTS

The covenants in this clause 6 remain in force from the date of this Deed until the expiry of the Security Period

6.1 Notice to SPB

Immediately upon executing this Deed the Chargor shall

- (a) give notice to Squire Patton Boggs (UK) LLP in the form set out in Schedule 1 (*Form of notice of charge and assignment*), and
- (b) thereafter, use all reasonable endeavours to procure that the notice is promptly acknowledged

6.2 Third Party Claims

The Chargor shall, as soon as reasonably practicable, inform the Security Trustee of any claim or notice relating to the Charged Assets or the SPB Instruction Letter which it receives from any third party

6.3 Payments without deduction

The Chargor covenants with the Security Trustee that all payments to be made by it under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim

7 NEGATIVE COVENANTS

The covenants in this clause 7 remain in force from the date of this Deed until the expiry of the Security Period

7.1 Security

The Chargor shall not create or permit to subsist any fixed charge or prior ranking Security over the Charged Assets other than pursuant to this Deed

7.2 Disposal

The Chargor shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of the Charged Assets

7.3 Preservation of the Deposit

The Chargor shall not take any Security in connection with its liability under this Deed from any guarantor of, or provider of Security for, any of the Secured Liabilities

8 FURTHER ASSURANCE

8.1 Further assurance

The Chargor shall promptly do whatever the Security Trustee requires

- (a) to perfect or protect the Security created or expressed to be created by this Deed, or its priority, or
- (b) to facilitate the realisation of the Deposit or the exercise of any rights vested in the Security Trustee,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Trustee or its nominees or otherwise), making any registration and giving any notice, order or direction (including without limitation instructing Squire Patton Boggs (UK) LLP to hold the deposit and/or make payments from the Account of all or part of the Deposit at the direction of the Security Trustee

8.2 Documents

The Chargor shall promptly execute and/or deliver to the Security Trustee such documents relating to the Account and the Deposit as the Security Trustee reasonably requires

9 DEMAND AND ENFORCEMENT

9.1 Enforcement

The Security created by this Deed shall become enforceable upon the occurrence of an Insolvency Event

9.2 Powers on enforcement

At any time after the Security created by this Deed has become enforceable, the Security Trustee may (without prejudice to any other rights and remedies and without notice to the Chargor) do all or any of the following

- (a) apply the Deposit (whether on or before the expiry of any fixed or minimum period for which it has been placed with the Security Trustee) in or towards satisfaction of the Secured Liabilities, and
- (b) exercise all the powers and rights which may be exercisable by the beneficial owner of the Deposit and all other powers and rights conferred on mortgagees by the LPA, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the LPA

9.3 Delegation

The Security Trustee may delegate in any manner to any person any rights exercisable by the Security Trustee under this Deed. Any such delegation may be

made upon such terms and conditions (including power to sub-delegate) as the Security Trustee thinks fit

10 APPLICATION OF MONEYS

10 1 Application of moneys

All sums received by virtue of this Deed by the Security Trustee shall, subject to the payment of any claim having priority to this Deed, be paid or applied in the following order of priority

- (a) **first**, in or towards satisfaction pro rata of, or the provision pro rata for, all costs, charges and expenses incurred and payments made by the Security Trustee (including legal expenses), together with any Default Interest (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full or other person entitled to it,
- (b) **secondly**, in or towards the payment of, or the provision for, any unpaid fees, commission or remuneration of the Security Trustee,
- (c) **thirdly**, in or towards payment of the Secured Liabilities *pari passu*,
- (d) **fourthly**, in the payment of the surplus (if any), to the Chargor or any other person entitled to it,

and section 109(8) of the LPA shall not apply

11 POWER OF ATTORNEY

11 1 Appointment

The Chargor irrevocably and by way of security appoints

- (a) the Security Trustee, and
- (b) any delegate or sub-delegate of, or other person nominated in writing by, the Security Trustee,

severally as the Chargor's attorney and attorneys with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the Chargor, which the Chargor could be required to do or execute under any provision of this Deed, or which the Security Trustee in its sole opinion may consider necessary or desirable for perfecting its title to the Charged Assets or enabling the Security Trustee to exercise any of its rights or powers under this Deed

11 2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed pursuant to clause 11 1 (*Appointment*) does or purports to do in the exercise or purported exercise of all or any of the powers, acts or other matters referred to in clause 11 1 (*Appointment*)

12 PROTECTION OF THE SECURITY TRUSTEE

12 1 No liability

The Security Trustee shall not be liable in respect of any cost, liability, expense, loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective rights under this Deed, including, without limitation for any action taken in relation to the Charged Assets

12 2 Not mortgagee in possession

Without prejudice to any other provision of this Deed, the Security Trustee shall not be liable or responsible

- (a) to account as mortgagee in possession,
- (b) for any loss on realisation of the Charged Assets, or
- (c) for any other default or omission for which a mortgagee in possession might be liable

12 3 Indemnity

The Chargor shall indemnify and keep indemnified the Security Trustee against all claims, costs, expenses and liabilities incurred by him in respect of all or any of the following

- (a) any act or omission by him in relation to the Charged Assets,
- (b) any payment relating to or in respect of the Charged Assets which is made at any time by him,
- (c) any stamp, registration or similar tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Deed,
- (d) exercising or purporting to exercise or failing to exercise any of the rights, powers and discretions conferred on him or permitted under this Deed,
- (e) any breach by the Chargor of any of its covenants or other obligations to the Security Trustee,

except in the case of wilful misconduct on the part of the Security Trustee

12 4 Indemnity out of the Deposit

The Security Trustee shall be entitled to be indemnified out of the Deposit in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in clause 12 3 (*Indemnity*)

13 PROVISIONS RELATING TO THE SECURITY TRUSTEE

13 1 Powers and discretions

The rights, powers and discretions given to the Security Trustee in this Deed

- (a) may be exercised as often as, and in such manner as, the Security Trustee thinks fit,
- (b) are cumulative, and are not exclusive of any of its rights under the general law, and
- (c) may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it

13 2 Trusts

The perpetuity period for any trusts constituted by this Deed shall be 125 years

14 PRESERVATION OF SECURITY

14 1 Continuing Security

This Deed shall be a continuing security to the Security Trustee and shall remain in force until expressly discharged in writing by the Security Trustee notwithstanding any intermediate settlement or other matter or thing whatsoever

14 2 Additional Security

This Deed is without prejudice and in addition to, and shall not merge with, any other right, remedy or Security of any kind which the Security Trustee or any Management Seller may have now or at any time in the future for or in respect of any of the Secured Liabilities

14 3 Waiver of Defences

Neither the Security created by this Deed nor the obligations of the Chargor under this Deed will be affected by an act, omission, matter or thing which, but for this clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it or the Security Trustee or any Management Seller) including

- (a) any time, waiver or consent granted to, or composition with, any other person,
- (b) the release of any other person under the terms of any composition or arrangement with any other person,

- (c) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any other person,
- (e) any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of any other document or Security,
- (f) any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Consideration Document or any other document, or
- (g) an insolvency, liquidation, administration or similar procedure

14.4 Immediate recourse

The Chargor waives any right it may have of first requiring the Security Trustee to proceed against or enforce any other rights of Security or claim for payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of any document in connection with or pursuant to any Consideration Document to the contrary.

14.5 Appropriations

During the Security Period the Security Trustee may

- (a) refrain from applying or enforcing any monies, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to clause 10 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Chargor shall not be entitled to the same, and
- (b) hold in an interest-bearing suspense account any moneys received from the Chargor on or account of the Secured Liabilities

15 RELEASE

15.1 Release

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities which might give rise to Secured Liabilities, the Security Trustee shall, or shall procure that his appointees will, at the request and cost of the Chargor release the Charged Assets (or any part of the Charged Assets) from this Deed.

15 2 Reinstatement

If the Security Trustee considers that any amount paid or credited to the Management Seller under any Consideration Document (whether in respect of the obligations of the Chargor or any Security for those obligations or otherwise) is capable of being avoided, reduced or otherwise set aside

- (a) that amount shall not be considered to have been paid for the purposes of determining whether the Secured Liabilities have been irrevocably and unconditionally paid and discharged, and
- (b) the liability of the Chargor and the Security created by this Deed shall continue as if that amount had not been paid or credited

15 3 Consolidation

Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Deed

16 MISCELLANEOUS PROVISIONS

16 1 Severability

If any provision of this Deed is illegal, invalid or unenforceable in any jurisdiction, that shall not affect

- (a) the validity or enforceability of any other provision, in any jurisdiction, or
- (b) the validity or enforceability of that particular provision, in any other jurisdiction

16 2 Amendments and variations

This Deed shall remain in full force and effect notwithstanding any amendment, restatement, novation or supplementation of the Consideration Document (including any increase in the amount of the Secured Liabilities)

16 3 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Security Trustee, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy 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

16 4 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

17 NOTICES

17.1 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

17.2 Address

(a) The address and fax number of each party for any communication or document to be made or delivered under or in connection with this Deed is that identified with its name below or any substitute address, fax number or department or officer as either party may notify to the other by not less than five Business Days' notice

(b) The addresses referred to in clause 17.2(a) are

(i) The Chargor

Aston Bidco Limited

The Brewery Building
69 Bondway
London
SW8 1SQ

Attention Panayiotis Koullas

Fax +44 20 7793 5539

(ii) The Security Trustee

James Wilson

██████████
██████████
██████████
██████████

Attention James Wilson

17.3 Delivery

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

(i) if by way of fax, when received in legible form, or

- (ii) if by way of letter, (i) when it has been left at the relevant address or (ii) two Business Days (or, in the case of airmail, five Business Days) after being deposited in the post postage prepaid (or, as the case may be, airmail postage prepaid), in an envelope addressed to it at that address

18 GOVERNING LAW

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

19 ENFORCEMENT

19.1 Jurisdiction of English Courts

- (a) The courts of England have exclusive jurisdiction to settle any Dispute (including a Dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**")
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary
- (c) This clause 19.1 (*Jurisdiction of English Courts*) is for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions

IN WITNESS of which this document has been executed and, on the date set out above, delivered as a deed

SCHEDULE 1

FORM OF NOTICE OF CHARGE AND ASSIGNMENT

To FAO Jonathan Jones
 Squire Patton Boggs (UK) LLP
 2 Park Lane
 Leeds
 LS3 1ES

Date **

Dear Sirs

Account number [REDACTED] (the "**Account**")

We give you notice that by charge on deposit dated ** (the "**Charge**") between us and James Wilson (the "**Security Trustee**") we have charged to the Security Trustee (as trustee for himself) all or any of the amounts now or from time to time after *[insert date of Charge]* deposited by us or on our behalf to the credit of the Account in your client account on trust for us, together with any interest accrued or accruing from time to time on any of those amounts and all our rights in respect of those amounts or the Account (together, the "**Deposit**") We have also assigned the SPB Instruction Letter and Related Rights in favour of the Security Trustee

Subject always to the terms of the SPB Instruction Letter (as such term is defined in the Charge), regardless of any previous authorisations or instructions which we may have given you and without making any enquiry as to the justification for the matter, we irrevocably authorise and instruct you

- (a) to disclose to the Security Trustee any information relating to us, (subject to any duty of confidentiality or professional conduct rules) the Account and the Deposit which the Security Trustee may from time to time request you to disclose to it,
- (b) to hold the Deposit to the order of the Security Trustee, and not permit the whole or any part of the Deposit to be withdrawn by us,
- (c) to pay or release all or any part of the Deposit, and generally to act in relation to the Deposit, only in accordance with the written instructions of the Security Trustee, and
- (d) to comply with the terms of any written notice or instructions in any way relating to or purporting to relate to the Deposit which you may receive from the Security Trustee

The instructions and authorisations contained in this letter may not be revoked or varied without the written agreement of the Security Trustee

This letter is governed by English law

Please acknowledge and confirm the above to the Security Trustee in the form attached with a copy to us

Yours faithfully

for and on behalf of **Aston Bidco Limited**

Copy: James Wilson

SCHEDULE 2

FORM OF ACKNOWLEDGEMENT AND CONFIRMATION

To James Wilson

[REDACTED]

Date **

Dear Sirs

Account Number [REDACTED]

We acknowledge receipt of a notice (the "**Notice**") from Aston Bidco Limited (the "**Chargor**") dated** of a charge on deposit (the "**Charge**") by the Chargor to you of the Deposit (as defined in the Notice) and the assignment of the SPB Instruction Letter and the Related Rights (as both such terms are defined in the Charge)

We confirm that we acknowledge receipt of the Notice and accept the authorisations and instructions contained in the Notice and we agree to comply with its terms (subject to it being lawful to do so and not contrary to the order of any court or any claim made by or on behalf of any insolvency practitioner or similar office holder)

This letter is governed by English law

Yours faithfully

for and on behalf of **Squire Patton Boggs (UK) LLP**

copy Aston Bidco Limited

SCHEDULE 3

TRUST PROVISIONS

1 APPOINTMENT AND POWERS OF THE SECURITY TRUSTEE

1.1 Appointment of Security Trustee

The Management Seller appoints the Security Trustee to, and the Security Trustee shall act as security agent and trustee for the Management Seller for the purposes of this Deed on the terms set out in this Schedule 3. The Security Trustee (whether or not by or through agents) shall have authority

- (a) to exercise such rights, remedies, powers and discretions as are specifically delegated to or conferred upon the Security Trustee by this Deed together with such powers and discretions as are incidental thereto, and
- (b) to take such action on its behalf as may from time to time be authorised under or in accordance with this Deed.

1.2 Instructions to Security Trustee and exercise of discretion

- (a) The Security Trustee shall act in accordance with any instructions given to it in writing by the Management Seller, or, if so instructed by the Management Seller in writing, refrain from exercising any right, power, authority or discretion vested in it as Security Trustee and shall be entitled to assume that any instructions received by it from the Management Seller are duly given and unless it has received actual notice of revocation, that those instructions or directions have not been revoked
- (b) The Security Trustee shall be entitled to request instructions, or clarification of any direction, from the Management Seller as to whether, and in what manner, it should exercise or refrain from exercising any rights, powers, authorities and discretions and the Security Trustee may refrain from acting unless and until those instructions or clarification are received by it
- (c) Save as provided in the Intercreditor Deed, any instructions given to the Security Trustee by the Management Seller shall override any conflicting instructions given by any other person
- (d) Paragraph (a) above shall not apply.
 - (i) where a contrary indication appears in this Schedule 3,
 - (ii) where this Schedule 3 requires the Security Trustee to act in a specified manner or to take a specified action,

- (iii) in respect of any provision in this Deed which protects the Security Trustee's own position in its personal capacity as opposed to its role of Security Trustee for the Management Seller,
- (e) in respect of the exercise of the Security Trustee's discretion to exercise a right, power or authority under any of
 - (i) paragraph 2 4 (*Power to resolve doubtful issues*),
 - (ii) paragraph 2 5 (*Power to engage agents*),
 - (iii) paragraph 2 6 (*Power to appoint new trustees*) and paragraph 2 7 (*Power to appoint additional trustees*), or
 - (iv) paragraph 3 (*Application of Proceeds*),
 of this Schedule 3.
- (f) Without prejudice to the provisions of paragraph (a) above, the Security Trustee may (but shall not be obliged to), in the absence of any instructions to the contrary, take such action in the exercise to any of its powers and duties under this Deed as it considers in its discretion to be appropriate
- (g) In exercising any discretion to exercise a right, power or authority under this Deed where either
 - (i) it has not received any instructions from the Management Seller as to the exercise of that discretion, or
 - (ii) the power, right or authority arises under any of the provisions referred to in paragraph 1 2(d) above,

the Security Trustee shall do so having regard to the interests of the Management Seller

1 3 The Security Trustee may:

- (a) assume (unless it has received actual notice to the contrary from the Management Seller) that no Insolvency Event has occurred and that neither the Chargor nor any other Party is in breach of or default under its obligations to the Management Seller and any right, power, authority or discretion vested in any person has not been exercised, and
- (b) if it receives any instructions or directions to take any action in relation to this Deed, assume that all applicable conditions for taking that action have been satisfied

1 4 Security Trustee's authority to execute Loan Note Security Documents

The Security Trustee shall have authority to enter into and execute

- (a) This Deed (and to ratify any Security which the Security Trustee shall enter into from time to time), and
- (b) any one or more further Security documents,

and, in each and every case, to hold any and all security thereby created, as appropriate, for themselves and as agent and trustee for the Management Seller in the manner contemplated by this Deed

2 DECLARATION OF TRUST: SUPPLEMENTARY PROVISIONS

2.1 Declaration of trust

The Security Trustee hereby accepts its authorisation under paragraph 1.1 of this Schedule 3 as trustee and agrees with effect from the date of this Deed to hold the Trust Property on trust for the Management Seller and to apply the same, subject to the provisions of the Intercreditor Deed, in accordance with the provisions of paragraph 3 of this Schedule 3 and further the Security Trustee hereby acknowledges and declares that, from the date of this Deed, it holds and shall hold the Charged Assets on trust for the Management Seller on the terms and basis set out in this Deed. The declaration and acknowledgement contained in this paragraph 2.1 shall be irrevocable.

2.2 Perpetuities

The trusts constituted or evidenced in or by this Schedule 3 shall remain in full force and effect until whichever is the earlier of

- (a) the expiration of a period of 125 years from the date of this Deed, and
- (b) the repayment of all the Secured Liabilities,

and the parties to this Deed declare that the perpetuity period applicable to this Deed shall for the purposes of the Perpetuities and Accumulations Act 2009 be the period of 125 years from the date of this Deed.

2.3 Powers of Security Trustee

- (a) In its capacity as trustee in relation to the Security constituted by this Deed and in relation to the Charged Assets, the Security Trustee shall, without prejudice to any of the powers, discretions and immunities conferred upon trustees by law (and to the extent not inconsistent with any of the Security constituted by this Deed), have all the same powers and discretions as a natural person acting as the beneficial owner of such property.
- (b) The Security Trustee shall only exercise such powers and discretions in accordance with the terms of this Deed.

2.4 Power to resolve doubtful issues

In its capacity as trustee in relation to the Security constituted by this Deed and in relation to the Charged Assets, the Security Trustee shall have full power to

determine all questions and doubts arising in relation to the interpretation or application of any of the provisions of this Deed as they affect the Security Trustee and every such determination (whether made upon a question actually raised or implied in the acts or proceedings of the Security Trustee) shall be conclusive and shall bind the Management Seller

2 5 Power to engage agents

The Security Trustee may, in the conduct of any trusts constituted by this Deed and in the conduct of his obligations under and in respect of this Deed (otherwise than in relation to its right to make any declaration, determination or decision), instead of acting personally, employ and pay any agent (whether being a lawyer, chartered accountants or any other person) to transact or concur in transacting any business and to do or concur in doing any acts required to be done by the Security Trustee (including the receipt or payment of money). The Security Trustee shall not be responsible for any loss incurred by reason of any act or omission of any such agent if the Security Trustee shall have exercised reasonable care in the selection of such agent

2 6 Power to appoint new trustees

Without prejudice to paragraphs 7 1 and 7 2 of this Schedule 3 the statutory power to appoint new or additional trustees of the trusts constituted by this Deed shall be vested in the Security Trustee

2 7 Power to appoint additional trustees

The Security Trustee shall have power, by notice in writing given to the Management Seller, to appoint any person to act as a separate trustee or as a co-trustee jointly with the Security Trustee and any person so appointed shall (subject to the provisions of this Schedule 3) have such rights (including as to reasonable remuneration) and such trusts, powers, authorities and discretions (not exceeding those conferred on the Security Trustee by this Schedule 3) as shall be conferred or imposed by the instrument of appointment. The Security Trustee shall have power to remove any person so appointed. At the request of the Security Trustee, the other parties to this Deed shall forthwith execute all such documents and do all such things as may be required to perfect such appointment or removal and each such party irrevocably authorises the Security Trustee in its name and on its behalf to do the same. The Security Trustee shall not be bound to supervise, or be responsible for any loss incurred by reason of any act or omission of, any such person

3 APPLICATION OF PROCEEDS

3 1 Order of application

All moneys received by the Security Trustee (whether from a Receiver or otherwise) pursuant to the exercise of any rights and powers under or pursuant to the terms of this Deed shall be applied in accordance with clause 10 1 (*Application of moneys*) by the Security Trustee

4 EXPENSES AND INDEMNITIES

4.1 Reimbursement of Expenses

The Chargor shall pay to the Security Trustee on demand all reasonable expenses (including legal and out-of-pocket expenses) incurred by the Security Trustee in connection with any amendment or extension of or the granting of any waiver or consent under any of the Loan Note Security Documents. All such expenses shall be paid together with Value Added Tax (if any) thereon.

5 EXCLUSIONS

5.1 Exoneration in respect of certain matters

The Security Trustee shall not have any responsibility to the Management Seller

- (a) on account of the failure of the Chargor to perform any of its obligations under this Deed or for the financial condition of the Chargor, or
- (b) for the completeness or accuracy of any statements, representations or warranties in the Consideration Document and/or any of the Security constituted by this Deed or for the execution, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence of the Consideration Document or any of the Security constituted by this Deed or of any certificate, report or other document executed or delivered under the Consideration Document or any of the Security constituted by this Deed, or
- (c) to ascertain whether all deeds and documents which should have been deposited with it under or pursuant to this Deed have been so deposited with it or to investigate or make any enquiry into the title of the Chargor to its assets or any part thereof or for the failure to register the Security constituted by this Deed with the Companies Registrar or elsewhere

5.2 Reliance on communications and professional advice

The Security Trustee shall be entitled to rely on any communication, instrument or document believed by it to be genuine and correct and to have been signed or sent by the proper person and shall be entitled to rely as to legal or other professional matters on opinions and statements of any legal or other professional advisers selected or approved by it.

5 3 Retention of deeds and documents: power to grant access

The Security Trustee shall be entitled to place all deeds, certificates and other documents relating to the Charged Assets deposited with it under or pursuant to this Deed or any of them in any safe deposit, safe or receptacle selected by the Security Trustee or with any solicitor or firm of solicitors and may make any such arrangements as it thinks fit for allowing any Chargor or its solicitors or auditors possession of, such documents when necessary or convenient and the Security Trustee shall not be responsible for any loss incurred in connection with any such deposit, access or possession

5 4 Unlawful actions

The Security Trustee may refrain from doing anything which would, or might in his opinion, be contrary to any law of any jurisdiction or any directive, regulation or regulatory requirement of any state (or any agency thereof) or which would or might render it liable to any person and may do anything which is, in its opinion, necessary to comply with any such law, directive, regulation or regulatory requirement

5 5 Own responsibility

The Management Seller confirms to the Security Trustee that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with this Deed and/or any other documents entered into in relation to the Secured Liabilities.

6 ASSIGNMENT

6 1 The Chargor may not assign or transfer any of its obligations hereunder

6 2 The Management Seller may assign and/or transfer any of its rights and obligations hereunder to any person who is a permitted assignee or transferee under the Consideration Document. The transferee shall upon execution and delivery to the Security Trustee of a deed of accession in a form reasonably acceptable to the Security Trustee be entitled to all the rights and benefits hereof and be bound by the terms hereof as a Management Seller for all purposes

7 CHANGES OF SECURITY TRUSTEE

7 1 Retirement by Security Trustee

The Security Trustee may retire from its appointment as Security Trustee under this Deed without giving any reason and without being responsible for any costs occasioned by such retirement having given to the Management Seller not less than 30 days' notice of his intention to do so, provided that no such retirement shall take effect unless there has been appointed a successor security agent and trustee by instrument in writing signed by the Security Trustee (or in the event of the death or incapacity of the Security Trustee by his attorney or executor) and such successor, security agent and trustee shall have duly accepted such appointment by delivery to the Management Seller of a written confirmation (in a form acceptable to the Management Seller) of such acceptance agreeing to be bound by the terms of this Deed in the capacity of Security Trustee as if it had been an original party hereto

7 2 Transfer of Charged Assets to successor Security Trustee

It is the intention that upon the appointment of any successor to the Security Trustee pursuant to paragraph 8 1 of this Schedule 3, the Charged Assets held in trust should, with immediate effect, be vested in such successor under the provisions of the Trustee Act 1925, or otherwise by operation of law or, failing that, by assignment or other form of transfer or conveyance. At any time and from time to time following the appointment of any such successor to the Security Trustee, the retiring Security Trustee shall do and execute all acts, deeds and documents reasonably required by such successor in order to transfer to such successor Security Trustee (or its nominee, as such successor may direct) any Charged Asset held in trust which does not vest in such successor by operation of law.

7 3 Discharge of retiring Security Trustee

Upon any successors to the Security Trustee being appointed pursuant to paragraph 8 1 above the retiring Security Trustee shall be discharged from any further obligation under this Deed (with the exception of any obligation under paragraph 7 2 above which may remain to be performed) and his successors and each of the other parties to this Deed shall have the same rights and obligations among themselves as they would have had if such successor had been a party to this Deed in place of the retiring Security Trustee.

8 THE CHARGORS

8 1 Consent and agreement to arrangements

The Chargor acknowledges the provisions of this Schedule 3 and undertakes with the Security Trustee and the Management Seller to observe the provisions of this Schedule 3 at all times and not in any way to prejudice or affect the enforcement of such provisions or do or suffer anything which would be in breach of the terms of this Deed.

8 2 No prejudice to other rights and remedies

Nothing contained in this Schedule 3 shall as between a Chargor and the Security Trustee and/or the Management Seller affect or prejudice any rights or remedies of any such person against the Chargor in respect of any of the Secured Liabilities.

9 MISCELLANEOUS

The Security Trustee shall not be responsible for the obligations of the Management Seller (except for its own obligations).

9 1 No partnership

This Deed shall not and should not be construed so as to constitute a partnership between the Parties or any of them.

9 2 Disapplication

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Trustee in relation to the trusts constituted by this Schedule 3. Where there are any inconsistencies between the Trustee Act 1925 or the Trustee Act 2000 and the provisions of this Schedule 3, the provisions of this Schedule 3 shall, to the extent allowed by law, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Schedule 3 shall constitute a restriction or exclusion for the purposes of that Act.

9.3 Payment of distributions

After the occurrence of an Insolvency Event in relation to the Chargor, the Management Seller shall, to the extent it is able to do so, direct the person responsible for the distribution of the assets of the Chargor to pay that distribution to the Security Trustee.

9.4 Turnover

If at any time the Management Seller receives or receives the benefit of

- (a) any payment or distribution in respect of or on account of any Secured Liabilities from the Chargor or any other source, other than as permitted by this Deed or the Consideration Document,
- (b) any payment under any guarantee in respect of the Secured Liabilities,
- (c) any amount by way of set-off in respect of the Secured Liabilities (including after the occurrence of an Insolvency Event), or
- (d) any payment made, or directly or indirectly assisted, by the Chargor or any other member of the Group on account of the purchase or other acquisition of any Secured Liabilities, or any other payment made by the Chargor or any other member of the Group in breach of this Deed,

the Management Seller will

- (e) in relation to receipts not received by way of set-off, hold that amount on trust and immediately pay and distribute to the Security Trustee for application in accordance with the priorities set out in this Deed the amount of such payment or distribution, and

in relation to amounts received or recovered by way of set-off, immediately to the Security Trustee for application in accordance with the priorities set out in this Deed an amount equal to such receipt or recovery.

9.5 Saving provisions

- (a) If, for any reason, any trusts expressed to be created in paragraph 9.4 (*Turnover*) above should fail or be unenforceable, the Management Seller will promptly pay an amount equal to that receipt or recovery to the Security Trustee to be held on trust by the Security Trustee for application in accordance with the terms of this Deed.

- (b) No amount which is received or recovered by the Management Seller and paid to the Security Trustee in accordance with paragraph 9.4 (*Turnover*) above will be deemed to reduce or discharge the relevant Secured Liabilities until and except to the extent that such amount(s) are actually applied towards those Secured Liabilities in accordance with this Deed.
- (c) If the Management Seller receives a distribution in a form other than in cash in respect of any of the Secured Liabilities, the Secured Liabilities will not be reduced by that distribution until and except to the extent that the realisation proceeds are actually applied towards the Secured Liabilities

10 INTERCREDITOR DEED

This Deed is subject to the terms of the Intercreditor Deed

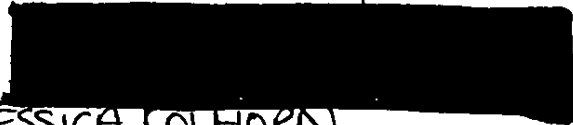
SIGNATURES

The Chargor

EXECUTED as a Deed
by **ASTON BIDCO LIMITED**
acting by a Director in the presence of



Signature of witness



Name of witness **JESSICA KOLHORN**

Address **2 PARK LANE, LEEDS,
LS3 1ES**

Occupation **SOLICITOR**

The Security Trustee

EXECUTED as a Deed
by **JAMES WILSON** in the presence of



*(Neil Conaghan
as attorney)*

Signature of witness



Name of witness **JESSICA KOLHORN**

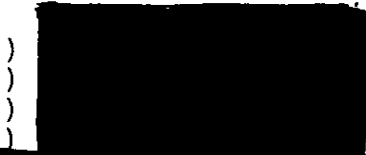
Address **2 PARK LANE, LEEDS,
LS3 1ES**

Occupation **SOLICITOR**

Management Seller

EXECUTED as a Deed
by **JAMES WILSON** in the presence of

)
)
)



(Neil Conaghan
as attorney)

Signature of witness



Name of witness **JESSICA KOLHORN**

Address **2 PARK LANE, LEEDS,
LS3 1ES**

Occupation **SOLICITOR**

