

061420 - 23

In accordance with Sections 859A and 859J of the Companies Act 2006.

# MR01

## Particulars of a charge



Companies House



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

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

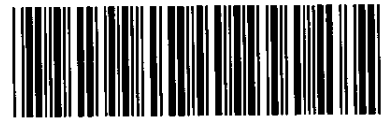
**What this form is NOT for**  
You may not use this form to register a charge where there is no instrument. Use form M...

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

This form **must be delivered to the Registrar for registration 21 days** beginning with the day after the date of creation of the instrument. If the form is 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.**

TUESDAY



\*L8KZ50HT\*  
LD7 24/12/2019 #33  
COMPANIES HOUSE

### 1 Company details

Company number 0 3 7 6 9 0 3 0

Company name in full  GOLDMAN SACHS GROUP HOLDINGS (U.K.) LIMITED

2 For official use

→ **Filling 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: d 1 d 9 m 1 m 2 y 2 y 0 y 1 y 9

### 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  GOLDMAN SACHS INTERNATIONAL

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.

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**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.

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.

Brief description

NONE

**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 <sup>1</sup>

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.

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

**9** Signature

Please sign the form here.

Signature

Signature

X CLEARY GOTTlieb STEEN & HAMILTON X  
LLP

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

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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 **Ferdisha Snagg**

Company name **Cleary Gottlieb Steen & Hamilton LLP**

Address **2 London Wall Place**

Post town **London**

County/Region

Postcode **E C 2 Y 5 A U**

Country **United Kingdom**

DX

Telephone **020 7614 2251**

 **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 £23 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



**FILE COPY**

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

Company number: 3769030

Charge code: 0376 9030 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th December 2019 and created by GOLDMAN SACHS GROUP HOLDINGS (U.K.) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th December 2019.

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Given at Companies House, Cardiff on 3rd January 2020



**Companies House**



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

## DEED OF PARENT CHARGOR ACCESSION

To: Goldman Sachs International as Security Trustee

From: Goldman Sachs Group Holdings (U.K.) Limited

Dated: 19 December 2019.....

Ladies and Gentlemen:

Accession to the deed of charge dated 8 August 2019 between GLQC S.À R.L., GLQL S.À R.L., ELQ Investors II Ltd., ELQ Investors VI Ltd., Mercer Investments (Singapore) PTE. Ltd. and each Additional Issuer as the Issuers, GLQ International Holdings Ltd., GLQ Holdings (UK) Ltd., ELQ Investors IX Ltd. and each Additional Parent Chargor as the Parent Chargors, and Goldman Sachs International as the Security Trustee (the "Deed of Charge").

1. We refer to the Deed of Charge (a copy of which is attached and the terms of which are incorporated by reference hereto). Capitalised terms used in this Deed of Parent Chargor Accession shall, unless otherwise defined, have the meaning given to them in, and shall be interpreted in accordance with, the Deed of Charge.
2. In accordance with the terms of the Deed of Charge and with effect from the date of this Deed of Parent Chargor Accession, Goldman Sachs Group Holdings (U.K.) Limited ("GSGUK") hereby accedes to and assumes any and all interests, obligations, rights, duties and liabilities as a Parent Chargor under the Deed of Charge as if it were an original party thereto, such accession and assumption being subject to the terms of the Parent Pledgor Accession dated 5 December 2019 delivered by GSGUK pursuant to the Master Note Agreement.
3. This Deed of Parent Chargor Accession and any non-contractual obligations arising out of or in connection with it are governed by English law.
4. This Deed of Parent Chargor Accession is executed as a deed and is delivered on the date stated above.

WE HEREBY CERTIFY THAT, SAVE FOR MATERIAL REDACTED PURSUANT TO S 859G OF THE COMPANIES ACT 2006, THIS COPY INSTRUMENT, AND THE ATTACHMENT WHICH FORMS PART OF IT, IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT

CLEARY GOTTLIEB STEEN & HAMILTON LLP

EXECUTED as a deed by )

Goldman Sachs Group Holdings (U.K.) Limited acting by )

Name: Piers Curle )

Signature: 

in the presence of: )

Witness's Signature 

Name: Oliver Bingham

Address: Plumtree Court

25 Shoe Lane

Holborn London EC4A 3DF

Date: 8 August 2019

GLQC S.À R.L.

GLQL S.À R.L.

ELQ INVESTORS II LTD.

ELQ INVESTORS VI LTD.

MERCER INVESTMENTS (SINGAPORE) PTE. LTD.

AND EACH ADDITIONAL ISSUER,

As Issuers;

GLQ HOLDINGS (UK) LTD,

ELQ INVESTORS IX LTD,

AND EACH ADDITIONAL PARENT CHARGOR

As Parent Chargors;

AND

GOLDMAN SACHS INTERNATIONAL,

As Security Trustee

## Deed of Charge

THIS DEED is made the 8th day of August, 2019

**AMONG:**

- (1) GLQC S.À R.L., a société à responsabilité limitée incorporated under the laws of the Grand-Duchy of Luxembourg, having its registered office at 2, Rue du Fossé, L-1536, Luxembourg, Grand-Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register under number B 226 524;
- (2) GLQL S.À R.L., a société à responsabilité limitée incorporated under the laws of the Grand-Duchy of Luxembourg, having its registered office at 2, Rue du Fossé, L-1536, Luxembourg, Grand-Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register under number B 226 520;
- (3) ELQ INVESTORS II LTD., a private limited company incorporated under the laws of England and Wales with registered number 06375035, having its registered office at Peterborough Court, 133 Fleet Street, London, EC4A 2BB;
- (4) ELQ INVESTORS VI LTD., a private limited company incorporated under the laws of England and Wales with registered number 08491527, having its registered office at Peterborough Court, 133 Fleet Street, London, EC4A 2BB;
- (5) MERCER INVESTMENTS (SINGAPORE) PTE. LTD., a private company limited by shares incorporated under the laws of Singapore with registered number 201530732W, having its registered office at 1 Raffles Link #07-01, One Raffles Link, Singapore (039393);
- (6) Each Additional Issuer (as defined below),  
  
(each an “**Issuer**” and collectively the “**Issuers**”);
- (7) GLQ Holdings (UK) LTD, a private limited company incorporated under the laws of England and Wales with registered number 11670801, having its registered office at Peterborough Court, 133 Fleet Street, London, EC4A 2BB;
- (8) ELQ INVESTORS IX LTD a private limited company incorporated under the laws of England and Wales with registered number 09293053, having its registered office at Peterborough Court, 133 Fleet Street, London, EC4A 2BB;
- (9) Each Additional Parent Chargor (as defined below),  
  
(each a “**Parent Chargor**” and collectively, the “**Parent Chargors**”); and
- (10) GOLDMAN SACHS INTERNATIONAL, a private unlimited company incorporated under the laws of England and Wales with registered number 02263951, having its registered office at Peterborough Court, 133 Fleet Street, London, EC4A 2BB, as Security Trustee (herein, together with its permitted successors and assigns in the trusts hereunder, the “**Security Trustee**”).

**IT IS AGREED:**

**1. Definitions and Interpretation**

1.1 Definitions

In this Deed:



**“Additional Issuer”** means a party who adheres to this Deed through the Deed of Accession of Issuer (Annex I).

**“Additional Parent Chargor”** means a party who adheres to this Deed through the Deed of Accession of Parent Chargor (Annex II).

**“Administration Event”** means, in respect of any Parent Chargor:

- (a) the presentation of an application to the court for the making of an administration order in relation to the Parent Chargor; or
- (b) the giving of written notice by any person (who is entitled to do so) of its intention to appoint an administrator of the Parent Chargor or the filing of such a notice with the court.

**“Authorised Officer”** means, with respect to any party, any officer or any other person who is authorised to act for such party in matters relating to, and binding upon, the party. Each party may receive and accept a certification of the authority of any other party as conclusive evidence of the authority of any person to act, and such certification may be considered as in full force and effect until receipt by such other party of written notice to the contrary.

**“Collateral Rights”** means all rights, powers and remedies of the Security Trustee in respect of the Security provided by or pursuant to this Deed or by law.

**“Deed of Issuer Accession”** means a deed substantially in the form attached in Annex I to this Deed.

**“Deed of Parent Chargor Accession”** means a deed substantially in the form attached in Annex II to this Deed.

**“Encumbrance”** means a mortgage, charge, pledge, right of set off, lien, right to withhold or retain or other encumbrance securing any obligation of any person.

**“Existing Security”** means any security that has been granted by any Issuer or any Parent Chargor for the benefit of any Secured Party under any Prior Agreement or Related Document.

**“Financial Collateral”** means “financial collateral” as defined in the Financial Collateral Regulations.

**“Financial Collateral Regulations”** means the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003/3226) (as amended from time to time).

**“Issuer Secured Obligations”** means, in respect of any Issuer, all present and future liabilities and obligations at any time due, owing or incurred by the Issuer or any other Issuer, other than an Excluded Issuer, to the Secured Parties under the Master Note Agreement and this Deed, both actual and contingent.

**“Issuer Security”** means the security created or expressed to be created by each Issuer in favour of the Secured Parties pursuant to this Deed.

**“Master Note Agreement”** means the Master Note Issuance, Security, Subordination and Guarantee Agreement entered into by, amongst others, the Issuers and Security Trustee dated 8 August 2019.

**“Parent Chargor Collateral”** shall have the meaning given to “Parent Pledgor Collateral” in the Master Note Agreement.

**“Parent Chargor Secured Obligations”** means, in respect of any Parent Chargor, all present and future liabilities and obligations at any time due, owing or incurred by the Parent Chargor to the Secured Parties

under the Master Note Agreement and this Deed, both actual and contingent, and the Issuer Secured Obligations of the Relevant Issuer.

**“Parent Chargor Security”** means the security created or expressed to be created by each Parent Chargor in favour of the Secured Parties pursuant to this Deed.

**“Receiver”** means a receiver and manager or other receiver appointed under Clause 15 (*Appointment of Receivers*) of this Deed.

**“Relevant Issuer”** means, in respect of any Parent Chargor, the Issuer which is the subsidiary of the Parent Chargor.

**“Relevant Parent Chargor”** means, in respect of any Issuer, the Parent Chargor which is the parent undertaking of the Issuer.

**“Secured Obligations”** means the Issuer Secured Obligations and the Parent Chargor Secured Obligations.

**“Security”** means the Issuer Security and the Parent Chargor Security.

**“Security Period”** means, in respect of any Issuer and any Parent Chargor, the period beginning on the date of this Deed and ending on, and including, the date on which the Issuer’s Issuer Secured Obligations or the Parent Chargor’s Parent Chargor Secured Obligations, as appropriate, have been unconditionally and irrevocably paid and discharged in full.

**“Shares”** means, in respect of any Issuer, the shares in the Issuer held by the Parent Chargor which form part of the Parent Chargor Collateral from time to time.

## 1.2 Interpretation

In this Deed:

- 1.2.1 any capitalised term used herein shall, unless otherwise defined in this Deed, have the meaning given to it in the Master Note Agreement;
- 1.2.2 the rights and obligations of the Security Trustee under this Deed shall apply separately in relation to each Issuer and each Parent Chargor and any agreement, covenant or grant of Security on the part of the Issuers or the Parent Chargors (or each Issuer or each Parent Chargor, or any Issuer or any Parent Chargor) binds them severally and not jointly. Where reference is made to **“Collateral”**, **“Issuer Collateral”**, **“Parent Chargor Collateral”**, **“Issuer Secured Obligations”**, **“Parent Chargor Secured Obligations”**, **“Secured Obligations”** or **“Security”** such reference shall be to the Collateral, Issuer Collateral, Parent Chargor Collateral, Issuer Secured Obligations, Parent Chargor Secured Obligations, Secured Obligations or Security of the relevant Issuer or Parent Chargor (as applicable);
- 1.2.3 any reference in this Deed to the **“Security Trustee”**, **“Secured Parties”**, any **“Issuer”**, or any **“Parent Chargor”** shall be construed so as to include their and any subsequent successors and permitted assignees and transferees;
- 1.2.4 any reference to this Deed or any other agreement or document shall be construed as a reference to this Deed or such other agreement or document as amended, novated, replaced or supplemented from time to time; and
- 1.2.5 any reference to a statute shall be construed as a reference to that statute as amended or re-enacted.

## 1.3 Third Party Rights

A person who is not a party to this Deed (other than a party's successor) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

1.4 Inconsistency with Master Note Agreement

If there is an inconsistency between any of the provisions of this Deed and the provisions of the Master Note Agreement, the provisions of the Master Note Agreement shall prevail.

**2. Confirmation of Existing Security**

2.1 Existing Security

Each party hereto agrees that to the extent that any Existing Security is granted over Collateral, such Existing Security shall remain in full force and effect and extend to the Issuer Secured Obligations.

2.2 Relationship with Master Note Agreement

Notwithstanding any of the terms of the Existing Security, Clause 9 (*Negative Pledge*) and Clause 10 (*Provisions as to security and perfection*) of this Deed, each Issuer and each Parent Chargor shall be permitted to take or refrain from taking any action if that action or inaction would not constitute a breach of the Master Note Agreement.

**3. Covenant to Pay**

3.1 Covenant to pay

Each Issuer and each Parent Chargor covenants with the Security Trustee that it shall, on demand of the Security Trustee, pay, discharge and satisfy the Secured Obligations in accordance with their respective terms provided that the liability of each Issuer and each Parent Chargor shall be limited to the proceeds of enforcement of the Collateral from time to time.

3.2 Default interest

If any Issuer or any Parent Chargor fails to pay any amount payable by it under this Deed on its due date, interest shall accrue on the overdue amount (both before and after judgment) from the date of demand until the date of payment calculated on a daily basis at the rate of one per cent. per annum over the rate which the Security Trustee would be able to obtain by placing on deposit with a leading bank an amount comparable to the unpaid amounts in the currency or currencies thereof for such period(s) as the Security Trustee may from time to time select provided that if any such rate is less than zero, the rate will be deemed to be zero.

**4. Issuer Security**

4.1 Each Issuer, as beneficial owner, hereby charges in favour of the Security Trustee, for the benefit and security of the Secured Parties for the payment and discharge of the Secured Obligations, by way of first ranking charge all of the Issuer's right, title and interest in, to and under, in each case, whether now owned or existing, or hereafter acquired or arising, in the Issuer Collateral from time to time. The Issuer Security created by or pursuant to this Deed shall remain in full force and effect as a continuing security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

4.2 The Issuer Security created pursuant to this Clause 4 shall not extend to the Issuer's interest in the whole or any part of the Excluded Collateral.

#### **5. Parent Chargor Security**

5.1 Each Parent Chargor, as beneficial owner, hereby charges in favour of the Security Trustee, for the benefit and security of the Secured Parties for the payment and discharge of the Parent Chargor Secured Obligations, by way of first ranking fixed charge all of its right, title and interest in, to and under, in each case, whether now owned or existing, or hereafter acquired or arising, in the Parent Chargor Collateral from time to time. The Parent Chargor Security created by or pursuant to this Deed shall remain in full force and effect as a continuing security and will extend to the ultimate balance of the Parent Chargor Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

#### **6. Parent Chargor Representations and Undertakings as to Shares**

6.1 Each Parent Chargor represents that the Shares are fully paid and not subject to any option to purchase or similar rights. The constitutional documents of the company which has issued the Shares or any other document or arrangement do not and could not restrict or inhibit any transfer of the Shares on creation or on enforcement of the Parent Chargor Security created pursuant to this Deed.

6.2 Each Parent Chargor undertakes that it shall pay when due all calls or other payments which may be or become due in respect of any part of the Parent Chargor Collateral, and in any case of default by it in such payment, the Security Trustee may, if it thinks fit, make such payment on behalf of the Parent Chargor. Any sums so paid by the Security Trustee shall be reimbursed by the Parent Chargor to the Security Trustee on demand and shall carry interest from the date of payment by the Security Trustee until reimbursed, such interest to be calculated in accordance with Clause 3.2 (*Default interest*).

#### **7. Additional Security**

Subject to Clause 2 (*Confirmation of Existing Security*) each Issuer Security and each Parent Chargor Security created pursuant to this Deed shall be cumulative, in addition to and independent of:

- (a) any security interests created under the Master Note Agreement, any Prior Agreement or any Related Document; and
- (b) every other security which the Security Trustee or any other Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law,

and shall operate as an independent Security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security.

## **8. Further Assurance**

### **8.1 Further Assurance**

Each Issuer and each Parent Chargor shall promptly do all such acts or execute all such documents as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s)):

- (a) to perfect the Security created or intended to be created in respect of the Collateral;
- (b) to create, protect or maintain the Security conferred or intended to be conferred on the Security Trustee by or pursuant to this Deed;
- (c) to confer on the Security Trustee security over any Collateral located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; or
- (d) to facilitate the realisation of the Collateral.

## **9. Negative Pledge**

9.1 Each Issuer and each Parent Chargor undertakes that it shall not, at any time during the subsistence of the Security, create or permit to subsist any Encumbrance (other than as created by this Deed, the Master Note Agreement, any Prior Agreement or any Related Document or as permitted by the Master Note Agreement or as may arise by operation of law) over all or any part of the Collateral.

## **10. Provisions as to security and perfection**

### **10.1 No Disposal of Interests**

Subject to Clauses 4.2 and 10.5 (*Permitted Transfer*) each Issuer and each Parent Chargor undertakes that it shall not (and shall not agree to) at any time during the subsistence of the Security, without the prior written consent of the Security Trustee:

- (a) execute any transfer or assignment of all or any part of the Collateral;
- (b) create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Collateral, other than as created under or expressly permitted by the Master Note Agreement; or
- (c) assign or otherwise dispose of any interest in any Collateral.

### **10.2 Dealing with Collateral**

Subject to Clauses 4.2 and 10.5 (*Permitted Transfer*) each Issuer and each Parent Chargor undertakes that it shall not at any time during the subsistence of the Security, without the prior written consent of the Security Trustee, enter into or engage in any business with respect to any part of the Collateral.

### **10.3 Deposit of share certificates**

Each Parent Chargor shall, if requested by the Security Trustee at any time, deposit with the Security Trustee (or procure the deposit of) all certificates and other documents of title to the Parent Chargor Collateral, and stock transfer forms (executed in blank by it or on its behalf) in respect of the Parent Chargor Collateral.

#### 10.4 Deposit of related assets

Each Parent Chargor shall, promptly upon the accrual, offer or issue of any stocks, Shares, warrants or other securities in respect of or derived from the Parent Chargor Collateral (or upon acquiring any interest therein) notify the Security Trustee of that occurrence and, if requested by the Security Trustee, deposit with the Security Trustee (or procure the deposit of) all (i) certificates and other documents of title representing such assets and (ii) such stock transfer forms (executed in blank by it or on its behalf) in respect thereof as the Security Trustee may require.

#### 10.5 Permitted Transfer

Each Parent Chargor may transfer (a "**Permitted Transfer**") its right, title and interest in the Parent Chargor Collateral if:

- (a) such transfer is made to an Affiliate of the Parent Chargor;
- (b) such transfer is made subject to the Security granted under this Deed;
- (c) as a condition precedent to the transfer, the transferee has first executed and delivered a Parent Chargor Accession Deed in favour of the Security Trustee; and
- (d) as requested by the Security Trustee, the transferee deposits with the Security Trustee (or procures the deposit of) all certificates and other documents of title to the Parent Chargor Collateral, and stock transfer forms (where appropriate) (executed in blank by it or on its behalf) in respect of the Parent Chargor Collateral.

10.6 The obligations of an Issuer and the Relevant Parent Chargor under Clause 9 (*Negative Pledge*) and this Clause 10 (*Provisions as to security and perfection*) shall not apply if the Issuer has no Notes or Loans outstanding.

#### 10.7 Section 2.10 of the Master Note Agreement

Notwithstanding any of the terms of Clause 9 (*Negative Pledge*) or any other term of this Clause 10 (*Provisions as to security and perfection*), any Issuer or any Parent Chargor shall be entitled to take any action which is permissible under Section 2.10 (*Release of Issuer Collateral and Parent Pledgor Collateral*) of the Master Note Agreement and the Security over Issuer Collateral or Parent Chargor Collateral shall be released upon any release of such Collateral under Section 2.10 of the Master Note Agreement.

### 11. Enforcement of Security

11.1 Following the delivery of a notice in writing to the Authorised Officer of the Security Trustee that an Event of Default has occurred with respect to any Issuer, the Security granted by that Issuer, the Relevant Parent Chargor, any other Issuer, other than an Excluded Issuer, and the Relevant Parent Chargor of such other Issuer is, each, immediately enforceable and the Security Trustee may, provided that the events of Section 5.2 (*Acceleration of Maturity*) of the Master Note Agreement have occurred or are occurring with respect to an Issuer other than an Excluded Issuer:

- (a) enforce all or any part of the Security and collect and get in all or any part of the Collateral by exercising any of the rights of any relevant Issuer or relevant Parent Chargor to Collateral;
- (b) exercise all or any of the powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Deed) on mortgagees or otherwise conferred by law on mortgagees; and

- (c) apply or appropriate, by exercising any of the rights of the Issuer or Parent Chargor to the Collateral, any or all of the Collateral in or towards the discharge of the Issuer Secured Obligations and Parent Chargor Secured Obligations, provided that the Security Trustee shall attribute as the value of such Collateral so appropriated, in the case of Financial Collateral, the amount determined by the Security Trustee, acting in good faith and a commercially reasonable manner.
- 11.2 Following the delivery of a notice in writing to the Authorised Officer of the Security Trustee that an Administration Event has occurred with respect to a Parent Chargor, the Parent Chargor Security is immediately enforceable and the Security Trustee may, provided the relevant Administration Event is still continuing, and such declaration and its consequences have not been rescinded or annulled, take any of the actions described in Sub-clauses 11.1(a), 11.1(b) and 11.1(c) in respect of the Parent Chargor and Parent Chargor Collateral only.
- 11.3 The Security Trustee will account to the Issuer or Parent Chargor, as appropriate, with respect to any appropriated Collateral or proceeds from the sale of Collateral it receives in excess of the Secured Obligations.

**12. Voting rights and dividends with respect to Parent Chargor Collateral**

If an Event of Default is continuing with respect to any Issuer, other than an Excluded Issuer, the Security Trustee may, at its discretion (in the name of the Parent Chargor or otherwise and without any further consent or authority from the Parent Chargor) instruct any Parent Chargor in respect of any Issuer, other than an Excluded Issuer, to:

- (a) exercise (or refrain from exercising) any voting rights in respect of the Parent Chargor Collateral;
- (b) apply all dividends, interest and other monies arising from the Parent Chargor Collateral as though they were the proceeds of sale under this Deed;
- (c) transfer the Parent Chargor Collateral into the name of the Security Trustee or such nominee(s) of the Security Trustee as it shall require; and
- (d) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Parent Chargor Collateral including the right, in relation to any company whose shares or other securities are included in the Parent Chargor Collateral, to concur or participate in:
  - (i) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);
  - (ii) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
  - (iii) the exercise renunciation or assignment of any right to subscribe for any shares or securities,

in each case in the manner and on the terms the Security Trustee thinks fit, and the proceeds of any such action shall form part of the Parent Chargor Collateral.

**13. Withdrawal from the Issuer Collateral Accounts**

- 13.1 Following the delivery of a notice pursuant to Clause 11.1 of this Deed, the Security Trustee may withdraw Issuer Collateral from any account in relation to such Issuer Collateral held for a relevant Issuer

by a custodian or financial institution (an “**Issuer Collateral Account**”) for the purpose of giving effect to the provisions of Clause 11 (*Enforcement of Security*) of this Deed.

#### **14. The Law of Property Act 1925**

##### 14.1 General

The Secured Obligations shall be deemed to have become due and payable on the date of this Deed for the purposes of section 101 of the Law of Property Act 1925. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (as varied or extended by this Deed) and all other powers conferred on a mortgagee by law shall be deemed to arise immediately after execution of this Deed.

##### 14.2 Variation

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Deed.

#### **15. Appointment of Receivers**

##### 15.1 Appointment of Receivers

At any time after the Security becomes enforceable, the Security Trustee may appoint one or more persons to be a Receiver of all or any part of the Collateral. The Security Trustee may similarly remove any Receiver and appoint any person instead of any Receiver. If the Security Trustee appoints more than one person as Receiver, the Security Trustee may give those persons power to act either jointly or severally. Any Receiver appointed pursuant to this Clause 15 shall have the rights, powers, privileges and immunities conferred by law, including the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on receivers or receivers and managers. The Security Trustee may determine the remuneration of any Receiver it appoints and may direct payment of that remuneration out of moneys it receives as Receiver.

##### 15.2 Agent of Issuer or Parent Chargor

Any Receiver shall be the agent of the Issuer or Parent Chargor, as appropriate, for all purposes. The Issuer or Parent Chargor, as appropriate, alone shall be responsible for the Receiver's contracts, engagements, acts, omissions and defaults.

##### 15.3 Rights of Security Trustee

At any time after the Security has become enforceable, to the fullest extent permitted by law, any rights conferred by this Deed or by law upon a Receiver may be exercised by the Security Trustee, whether or not the Security Trustee shall have appointed a Receiver of all or any part of the Collateral.

##### 15.4 Liability

Neither the Security Trustee or any Receiver shall, either by reason of taking possession of the Collateral or for any other reason and whether as mortgagee in possession or otherwise, be liable for:

- (a) any costs, losses, liabilities or expenses relating to the realisation of any Collateral; or
- (b) any act or omission of the Security Trustee or any Receiver or their respective officers, employees or agents in relation to the Collateral or in connection with this Deed, unless directly caused by its gross negligence or wilful misconduct.



## **16. Protection of Third Parties**

No purchaser or other person dealing with the Security Trustee or any Receiver shall be bound to inquire whether the right of the Security Trustee or any Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Security Trustee or any Receiver in such dealings.

## **17. Power of Attorney**

### **17.1 Appointment and Powers**

Each Issuer and each Parent Chargor by way of security irrevocably appoints the Security Trustee and each Receiver to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things required after the occurrence of an Event of Default (or, in the case of any Parent Chargor, an Administration Event) which is continuing for:

- (a) carrying out any obligation imposed on any Issuer or Parent Chargor by this Deed (including the execution and delivery of any deeds, charges or other security); and
- (b) enabling the Security Trustee or any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Deed or by law (including the exercise of any right of a legal or beneficial owner of the Collateral).

### **17.2 Ratification**

Each Issuer and each Parent Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

## **18. Application of Proceeds**

### **18.1 Order of Application**

All moneys from time to time received or recovered by the Security Trustee or any Receiver pursuant to the terms of this Deed in connection with the realisation or enforcement of all or any part of the Security shall be applied at such times as the Security Trustee sees fit, to the extent permitted by applicable law (subject to the provisions of this Clause 18):

- (a) first, in discharging any sums owing to any Receiver;
- (b) second, in payment in full to itself for application towards the discharge of the Secured Obligations in accordance with the terms and conditions of the Master Note Agreement;
- (c) third, in satisfaction of or provision for all costs and expenses for which any Issuer or Parent Charger is responsible in accordance with Clause 20 (*Fees and Expenses*) below; and
- (d) the balance, if any, in payment to such Issuer or Parent Chargor, as appropriate.

### **18.2 Currency Conversion**

For the purpose of or pending the discharge of any of the Secured Obligations the Security Trustee may in good faith convert any moneys received or recovered by the Security Trustee or any Receiver from one currency to another, at the latest available spot rate of exchange quoted by a bank selected in good faith by Security Trustee in the London interbank market for the purchase of the desired currency with the currency of the moneys recovered on the day on which the calculation is to be made or, if that day is not a

Business Day the spot rate of exchange quoted at close of business on the immediately preceding Business Day.

**18.3 Sums received by Issuers and Parent Chargors**

If, following the commencement of any enforcement action by the Security Trustee pursuant to Clause 11.3 (*Enforcement of Security*), any Issuer or any Parent Chargor receives any sum which, pursuant to the Master Note Agreement, should have been paid to the Security Trustee, that sum shall be held by such Issuer or Parent Chargor on trust for the Security Trustee and shall promptly be paid to the Security Trustee for application in accordance with this Clause 18.3.

**18.4 Trust**

For the avoidance of doubt, proceeds of enforcement held by or on behalf of the Security Trustee will be held by it on trust for the Issuer or Parent Chargor to the extent of its entitlement thereto under Clause 18.1 hereof (*Order of Application*), it being agreed by the Issuers and Parent Chargors that their entitlement to receive any such proceeds is subject to the prior discharge in full of the Secured Obligations in accordance with the terms and conditions of the Master Note Agreement.

**18.5 Segregation**

All assets and moneys from time to time received or recovered by the Security Trustee or any Receiver in connection with the realisation or enforcement of all or any part of the Security shall be segregated in the books of the Security Trustee from other assets and moneys held by it and will not be commingled with any such other assets or moneys.

**19. Change of Party**

Neither the Issuers, Parent Chargors nor the Security Trustee may assign all or any of its rights or transfer any of its obligations under this Deed except as expressly contemplated by this Deed, the Master Note Agreement, or as may be required by law.

**20. Fees and Expenses**

**20.1 Enforcement Expenses**

20.1.1 Subject to Clause 20.1.2 below, the Issuers and Parent Chargors shall, from time to time on demand of the Security Trustee, reimburse the Security Trustee on a full indemnity basis for all costs and expenses (including legal fees and any applicable VAT) reasonably and properly incurred by the Security Trustee or any Receiver in connection with the exercise, preservation and/or enforcement of any of the rights, powers and remedies of the Security Trustee or any Receiver, of the Security and any proceedings instituted by or against the Security Trustee or any Receiver as a consequence of taking or holding the Security or of enforcing those rights, powers and remedies.

20.1.2 The Security Trustee will not be entitled to claim under the indemnity under Clause 20.1.1 above if and to the extent that the Security Trustee and any Receiver has been reimbursed by the Issuers or Parent Chargors or otherwise received credit for the same costs and expenses under the terms of the Master Note Agreement.

**21. Amendments and Releases**

**21.1 Amendments**

Except as permitted by this Deed, no variation or amendment of this Deed shall be effective unless expressed in writing and signed by or on behalf of each of the parties to this Deed.

21.2 Amendments to the Master Note Agreement

Nothing in this Deed shall prevent the parties to the Master Note Agreement from amending the terms of, waiving the requirements of, or granting consents under, the Master Note Agreement in accordance with the terms thereof.

21.3 Releases on Disposal

Upon a disposal of any of the Collateral pursuant to the enforcement of the Security by the Security Trustee or any Receiver, the Security Trustee shall (at the cost of the Issuer) release that property from the Security.

21.4 Redemption of Security

Upon the earlier of the Issuer Secured Obligations of any Issuer or the Parent Chargor Secured Obligations of any Parent Chargor, as applicable, being discharged in full and the delivery of notice to the Authorised Officer of the Security Trustee in accordance with Clause 11.1 (*Enforcement of Security*) of this Deed, the Security shall be immediately and simultaneously released and this Deed shall terminate and cease to be binding on the Issuer or Parent Chargor, as applicable.

**22. Remedies and Waivers, Partial Invalidity, Saving Provisions**

22.1 Remedies and Waivers

No failure to exercise, or any delay in exercising, on the part of the or their Authorised Officers or any Receiver, any right or remedy under this Deed and the Collateral Rights under this Deed shall operate as a waiver of that right or remedy, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

22.2 Waiver of defences

Neither the obligations of each Issuer and each Parent Chargor under this Deed nor the Security will be affected by an act, omission, matter or thing which, but for this Clause 22, would reduce, release or prejudice any of its obligations under this Deed or the Security (without limitation and whether or not known to it or the Security Trustee or any Receiver), including:

- (a) any time, waiver or consent granted to, or composition with, any Issuer or any Parent Chargor or other person;
- (b) the release of any Issuer or any Parent Chargor or any other person under the terms of any composition or arrangement with any Party of the Issuers or any of their subsidiaries;
- (c) 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 Issuer or any Parent Chargor or 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 Issuer or any Parent Chargor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of this Deed or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under this Deed or any other document or security; or

(g) any insolvency or similar proceedings.

#### 22.3 Partial Invalidity

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

#### 22.4 Issuer and Parent Chargor intent

Without prejudice to the generality of Clause 22.2 (*Waiver of defences*), each Issuer and each Parent Chargor expressly confirms that it intends that the Security created under this Deed, and the Collateral Rights, shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) variation, increase, extension or addition of or to the Master Note Agreement, Prior Agreement or other Related Document and/or any amount made available under the Master Note Agreement, Prior Agreement or other Related Document.

#### 22.5 Immediate recourse

Each Issuer and each Parent Chargor waives any right it may have of first requiring the Security Trustee (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security (including, without limitation, any security under the Master Note Agreement or any Prior Agreement or Related Document) or claim payment from any person before claiming from the Issuers and Parent Chargors under this Deed. This waiver applies irrespective of any law or any provision of this Deed or any other document to the contrary.

#### 22.6 Deferral of rights

Until the end of the Security Period, no Parent Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Deed:

- (a) to be indemnified by the Relevant Issuer or any other person;
- (b) to claim any contribution from any person in respect of the Relevant Issuer's obligations under the Master Note Agreement, any Prior Agreement or Related Document;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under the Master Note Agreement, any Prior Agreement or Related Document or of any other guarantee or Security taken pursuant to, or in connection with, the Master Note Agreement, Prior Agreements or Related Agreements by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring the Relevant Issuer or other person to make any payment, or perform any obligation, in respect of which the Relevant Issuer or other person has given a guarantee, undertaking or indemnity under the Master Note Agreement, any Prior Agreement or Related Document;
- (e) to exercise any right of set-off against the Relevant Issuer or other person; and/or
- (f) to claim or prove as a Party of the Relevant Issuer or other person in competition with any Secured Party.

If any Parent 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 any Secured Party by the Relevant Issuer under or in connection with the Master Note Agreement, any Prior Agreement or Related Document to be repaid in full on trust for the Secured Parties

and shall promptly pay or transfer the same to the Security Trustee or as the Security Trustee may direct for application.

22.7 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of an Issuer or Parent Chargor or any security for those obligations or otherwise) is made by the Security Trustee 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 or other similar event, then the liability of the Issuer or the Parent Chargor and the Security will continue or be reinstated as if the discharge, release or arrangement had not occurred.

**23. Counterparts**

This Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by email attachment or telecopy shall be an effective mode of delivery.

**24. Governing Law**

This Deed, and all non-contractual obligations arising from or in connection with this Deed, are governed by English law.

**25. Enforcement**

25.1 Jurisdiction of English Courts

25.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including any dispute relating to any non-contractual obligation arising from or in connection with this Deed and any dispute regarding the existence, validity or termination of this Deed) (a “Dispute”).

25.1.2 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 or seek to settle Disputes or bring proceedings in any courts other than courts of England.

THIS DEED has been signed on behalf of and executed as a deed by the Issuers, the Security Trustee and the Secured Parties and is delivered on the date specified above.

GLQC S.À R.L. acting by

Name: ..... Alexis de Montpellier  
Manager

and

Name: ..... Yvanna Essomba  
Manager

acting under the authority of that company,

in the presence of

Witness's Signature

Name: ..... Ineta Lairyte

Address: ..... 2, Rue du Fossé,  
L-1536, Luxembourg

GLQL S.À R.L. acting by

Name: ..... Alexis de Montpellier  
Manager

and

Name: ..... Yvanna Essomba  
Manager

acting under the authority of that company,

in the presence of:

Witness's Signature

Name: ..... Ineta Lairyte

Address: ..... 2, Rue du Fossé,  
L-1536, Luxembourg

Signature: [Redacted]

Signature: [Redacted]

Signature: [Redacted]

Signature: [Redacted]

ELQ INVESTORS II LTD acting by

Name: W Thomas O'Son

and

Name: .....

acting under the authority of that company,

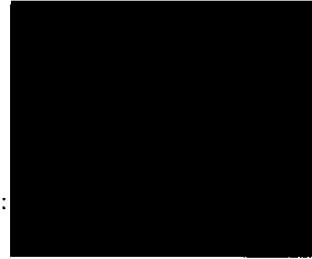
in the presence of:

Witness's Signature

Name: Olive Bingham

Address: 133 Fleet Street  
London

Signature:



Signature: .....

ELQ INVESTORS VI LTD acting by

Name: W Thomas O'Son

and

Name: .....

acting under the authority of that company,

in the presence of:

Witness's Signature

Name: Olive Bingham

Address: 133 Fleet Street  
London

Signature:



Signature: .....

**MERCER INVESTMENTS (SINGAPORE) PTE. LTD.** acting by

Name: Tan Ching Chek )

)

acting under the authority of that company, )

in the presence of: )

Signature 

Witness's Signature : 

Name: Chuah Chia Ley

Address: c/o 220 Orchard Road #05-01

Midpoint Orchard

Singapore 238852



GLQ HOLDINGS (UK) LTD acting by

Name: Olive Bingham

and

Name: .....

acting under the authority of that company,

in the presence of:

Witness's Signature

Name: PAOLO SANTI

Address: 133 Fleet Street  
London

Signature:

Signature:

ELQ INVESTORS IX LTD acting by

Name: Jeremy Wilks

and

Name: .....

acting under the authority of that company,

in the presence of:

Witness's Signature

Name: Olive Bingham

Address: 133 Fleet Street  
London

Signature:

Signature:

GOLDMAN SACHS INTERNATIONAL acting by

Name: *W Thomas Gavin* )

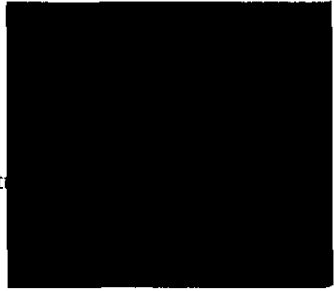
and )

Name: ..... )

acting under the authority of that company, )

in the presence of: )

Signature



Signature: .....

Witness's Signature .....

Name: *Oliver Bigney*

Address: *133 Fleet Street  
London, EC4A 2BB*

ANNEX I

Deed of Issuer Accession

DEED OF ISSUER ACCESSION

**To:** Goldman Sachs International as Security Trustee

**From:** *[Insert name of acceding party]*

**Dated:** [●]

Ladies and Gentlemen:

**Accession to the deed of charge dated [●] 2019 between GLQC S.À R.L., GLQL S.À R.L., ELQ Investors II Ltd., ELQ Investors VI Ltd., Mercer Investments (Singapore) PTE. Ltd. and each Additional Issuer as the Issuers, GLQ Holdings (UK) Ltd., ELQ Investors IX Ltd. and each Additional Parent Chargor as the Parent Chargors, and Goldman Sachs International as the Security Trustee (the “Deed of Charge”).**

1. We refer to the Deed of Charge. Capitalised terms used in this Deed of Issuer Accession shall, unless otherwise defined, have the meaning given to them in, and shall be interpreted in accordance with, the Deed of Charge.
2. In accordance with the terms of the Deed of Charge and with effect from the date of this Deed of Issuer Accession, *[insert name of acceding party]* hereby accedes to and assumes any and all interests, obligations, rights, duties and liabilities as an Issuer under the Deed of Charge as if it were an original party thereto.
3. This Deed of Issuer Accession and any non-contractual obligations arising out of or in connection with it are governed by English law.
4. This Deed of Issuer Accession is executed as a deed and is delivered on the date stated above.

*[Signatures on the next page]*

**EXECUTED** as a deed for and on behalf of )

[*Insert name of acceding party*] acting by )

)

)

)

Name:..... )

Signature: .....

)

)

and )

)

)

Name:..... )

Signature: .....

)

acting under the authority of that company, )

in the presence of: )

Witness's Signature :.....

Name: .....

Address: .....

.....

.....

**ANNEX II**

**Deed of Parent Chargor Accession**

**DEED OF PARENT CHARGOR ACCESSION**

**To:** Goldman Sachs International as Security Trustee

**From:** *[Insert name of acceding party]*

**Dated:** [●]

Ladies and Gentlemen:

**Accession to the deed of charge dated [●] 2019 between GLQC S.À R.L., GLQL S.À R.L., ELQ Investors II Ltd., ELQ Investors VI Ltd., Mercer Investments (Singapore) PTE. Ltd. and each Additional Issuer as the Issuers, GLQ Holdings (UK) Ltd., ELQ Investors IX Ltd. and each Additional Parent Chargor as the Parent Chargors, and Goldman Sachs International as the Security Trustee (the “Deed of Charge”).**

1. We refer to the Deed of Charge. Capitalised terms used in this Deed of Parent Chargor Accession shall, unless otherwise defined, have the meaning given to them in, and shall be interpreted in accordance with, the Deed of Charge.
2. In accordance with the terms of the Deed of Charge and with effect from the date of this Deed of Parent Chargor Accession, *[insert name of acceding party]* hereby accedes to and assumes any and all interests, obligations, rights, duties and liabilities as a Parent Chargor under the Deed of Charge as if it were an original party thereto.
3. *[[Insert name of acceding party]* acknowledges and agrees that:
  - (a) the Parent Chargor Collateral is subject to Security granted under the terms of the Deed of Charge (the “Existing Security”); and
  - (b) the Parent Chargor Collateral will remain subject to the Existing Security until the Existing Security is released in accordance with the terms of the Deed of Charge.]<sup>1</sup>
4. This Deed of Parent Chargor Accession and any non-contractual obligations arising out of or in connection with it are governed by English law.
5. This Deed of Parent Chargor Accession is executed as a deed and is delivered on the date stated above.

*[Signatures on the next page]*

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<sup>1</sup> Include if the Acceding Parent Chargor is acceding as a replacement Parent Chargor (in accordance with Clause 10.5 of the Deed of Charge).

**EXECUTED** as a deed for and on behalf of )

[*Insert name of acceding party*] acting by )

)

)

)

Name:..... )

Signature: .....

)

)

and )

)

)

Name:..... )

Signature: .....

)

acting under the authority of that company, )

in the presence of: )

Witness's Signature :.....

Name: .....

Address: .....

.....

.....