

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474851

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Deed of Accession and Charge		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BH Topco Limited		05/18/2018	Limited Corporation: UNITED KINGDOM
BH Midco Limited		05/18/2018	Limited Corporation: UNITED KINGDOM
BH Bidco Limited		05/18/2018	Limited Corporation: UNITED KINGDOM
BigHand Holdings Limited		05/18/2018	Limited Corporation: UNITED KINGDOM
BigHand Limited		05/18/2018	Limited Corporation: UNITED KINGDOM
DW Reporting Ltd		05/18/2018	Limited Corporation: UNITED KINGDOM
BH Group Midco Limited		05/18/2018	Limited Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	GLAS Trust Corporation Limited		
Street Address:	45 Ludgate Hill		
City:	London		
State/Country:	UNITED KINGDOM		
Entity Type:	Limited Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3024258	BIGHAND	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6179517790		
Email:	ronald.duvernay@ropesgray.com		
Correspondent Name:	Ronald M. Duvernay		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		

CH \$40.00 3024258

ATTORNEY DOCKET NUMBER:	114370-0001
NAME OF SUBMITTER:	Ronald M. Duvernay
SIGNATURE:	/r duvernay/
DATE SIGNED:	05/21/2018

Total Attachments: 24

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Deed of Accession and Charge

THIS DEED OF ACCESSION AND CHARGE is made on 18 May 2018.

BETWEEN:

- (1) The companies listed in Schedule 1 (New Chargors) of this Deed (each a "**New Chargor**" and collectively the "**New Chargors**");
- (2) **BH Group Midco Limited** (registered in England and Wales under number 11267753) (the "**Parent**"); and
- (3) **GLAS Trust Corporation Limited** (the "**Security Agent**").

WHEREAS:

- (A) This Deed is supplemental to a Debenture that is appended at Schedule 4 to this Deed (the "**Principal Deed**") dated 4 April 2018 between (1) the Parent and BH Group Bidco Limited as chargors and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the "**Beneficiaries**").
- (B) Each New Chargor has agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the Beneficiaries), all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed.

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 **Incorporation:** Words or expressions defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed.

1.2 **Additional Definitions:** In this Deed:

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights.

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

"Restricted IP" means any Intellectual Property owned by or licensed to a New Chargor which, in each case, precludes either absolutely or conditionally the New Chargor from creating a charge over its interest in that Intellectual Property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(b) (Third Party Consents) of the Principal Deed.

"Restricted Land" means any leasehold property held by a New Chargor under a lease which precludes either absolutely or conditionally the New Chargor from creating a mortgage or charge over its leasehold interest in that property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(a) (Third Party Consents) of the Principal Deed.

"Specified Intellectual Property" means the Intellectual Property listed in Schedule 3 (Specified Intellectual Property).

2. **ACCESSION BY THE NEW CHARGORS TO THE PRINCIPAL DEED**

2.1 **Accession:** Each New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor.

2.2 **Covenant to pay:** Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge the Secured Sums when due at the times and in the manner provided in the relevant Finance Documents.

2.3 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

2.4 **Parent's agreement to the accession:** The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to each New Chargor's accession.

3. **ASSIGNMENTS**

Security assignments: Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent (as trustee for the Beneficiaries):

- (a) the benefit of all of its Acquisition Agreement Claims;
- (b) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies;
- (c) all its rights, title and interest from time to time in respect of the Hedging Agreements; and
- (d) all its rights, title and interest from time to time in respect of any Intra-Group Loan.

4. **FIXED SECURITY**

Fixed Security: Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges in favour of the Security Agent (as trustee for the Beneficiaries):

- (a) by way of legal mortgage, all Land in England and Wales now vested in it and registered at HM Land Registry or which will be subject to first registration at HM Land Registry upon the execution and delivery of this Debenture, in each case as described in Schedule 2 (Registered Land to be Mortgaged) and other than any Excluded Land;
- (b) by way of fixed charge:
 - (i) with the exception of any Restricted Land, all other Land which is now, or in the future becomes, its property;

- (ii) all Land which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that Land, but only with effect from the date on which that consent is obtained;
- (iii) all other interests and rights in or relating to Land or in the proceeds of sale of Land now or in the future belonging to it;
- (iv) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 4;
- (v) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
- (vi) all Specified Investments which are now its property, including all proceeds of sale derived from them;
- (vii) all Specified Investments in which that New Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
- (viii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;
- (ix) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
- (x) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Debenture;
- (xi) all its goodwill and uncalled capital for the time being;
- (xii) all Specified Intellectual Property belonging to it;
- (xiii) all domain names registered to it or an employee of it;
- (xiv) with the exception of any Restricted IP, all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xv) with the exception of any Restricted IP, all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xvi) with the exception of any Restricted IP, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- (xvii) all Intellectual Property (including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property

in any part of the world) which by virtue of obtaining third party consent to charge such Intellectual Property has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained;

- (xviii) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xix) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (b)(xii) to (xvii) inclusive of this Clause;
- (xx) all trade debts now or in the future owing to it;
- (xxi) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xxii) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (Assignments);
- (xxiii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;
- (xxiv) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Debenture; and
- (xxv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

5. CREATION OF FLOATING CHARGE

5.1 **Creation of floating charge:** Each New Chargor, with full title guarantee, charges to the Security Agent (as trustee for the Beneficiaries) as security for the payment or discharge of all Secured Sums, by way of floating charge:

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (Assignments) or charged by any fixed charge contained in Clause 4 (Fixed security), including any Assets comprised within a charge which is reconverted under Clause 4.4 (Reconversion); and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that such New Chargor shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 7 (Negative pledge and other restrictions) with respect to any such Floating Charge Asset, and such New Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (except as permitted by Clause 25.18 (Disposals) of the Facilities Agreement).

- 5.2 The parties agree (without limitation to the general nature of each New Chargor's accession to the Principal Deed contained in Clause 2) that the crystallisation provisions contained in Clause 4 of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed.

6. NEGATIVE PLEDGE AND OTHER RESTRICTIONS

Without the prior written consent of the Security Agent, except as specifically permitted by the Facilities Agreement, each New Chargor shall not:

- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
- (a) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.

7. RIGHT OF APPROPRIATION

- 7.1 The parties acknowledge and intend that the charges over each New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.

- 7.2 The Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable in accordance with the terms of the Principal Deed, by notice in writing to each New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise.

- 7.3 The value of any Financial Collateral appropriated under Clause 7.2 shall be:

- (a) in the case of cash, its face value at the time of appropriation; and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised price source or such other process as the Security Agent may reasonably select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent;

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent.

- 7.4 The Security Agent will account to each New Chargor for any amount by which the value of the appropriated Assets of the relevant New Chargor exceeds the Secured Sums and such New Chargor shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums.

- 7.5 Each New Chargor agrees that the method of valuing such Financial Collateral under Clause 7.3 is commercially reasonable.

8. APPLICATION TO HM LAND REGISTRY

Each New Chargor:

- (a) in relation to each register of title of any present and future Land of such New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time submitting to HM Land Registry:
- (i) a form AP1 (application to change the register) in respect of the security created by this Deed;
 - (ii) a form AN1 (application to enter an agreed notice) in respect of the security created by this Deed;
 - (iii) a form RX1 (application to register a restriction) in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer."; and
 - (iv) a form CH2 (application to enter an obligation to make further advances); and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 4 (Fixed security) at its own expense, immediately following its execution of this Deed.

9. **POWER OF ATTORNEY**

9.1 **Appointment of attorney:** Each New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent and any Receiver separately, to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise (whether or not a Receiver or administrator has been appointed) to:

- (a) do anything which a New Chargor is obliged to do (but has not done within 5 Business Days of being notified by the Security Agent of such failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document;
- (b) enable the Security Agent or any such Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.

9.2 **Ratification:** Each New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

9.3 **Sums recoverable:** All sums expended by the Security Agent or any Receiver under this clause shall be recoverable from the relevant New Chargor under Clause 20 (Costs and Expenses) and Clause 21 (Other Indemnities) of the Intercreditor Agreement.

10. **NOTICES**

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 32 (Notices) of the Principal Deed. Each New Chargor's address for service is set out in Schedule 1 (New Chargors).

11. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

12. **GOVERNING LAW**

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

13. **ENFORCEMENT**

13.1 **Jurisdiction:**

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in anyway whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by a New Chargor.
- (b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, that Chargor shall bring such counter-claim before the court seized of the Beneficiaries' claim and no other court.
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Beneficiaries from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.
- (d) To the extent allowed by law, each New Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

14. **FINANCE DOCUMENT**

This Deed is a Finance Document.

THIS DEED OF ACCESSION AND CHARGE has been executed by each New Chargor and the Parent as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document.

Schedule 1 to Deed of Accession and Charge

New Chargors

Name of New Chargor	Registered Number	Notice Details
BH Topco Limited	07981569 (England & Wales)	Address: 27 Union Street, London, SE1 1SD Email: sam.toulson@bighand.com Attention: Sam Toulson
BH Midco Limited	07991572 (England & Wales)	Address: 27 Union Street, London, SE1 1SD Email: sam.toulson@bighand.com Attention: Sam Toulson
BH Bidco Limited	07915020 (England & Wales)	Address: 27 Union Street, London, SE1 1SD Email: sam.toulson@bighand.com Attention: Sam Toulson
BigHand Holdings Limited	05819091 (England & Wales)	Address: 27 Union Street, London, SE1 1SD Email: sam.toulson@bighand.com Attention: Sam Toulson
BigHand Limited	03128724 (England & Wales)	Address: 27 Union Street, London, SE1 1SD Email: sam.toulson@bighand.com Attention: Sam Toulson
DW Reporting Ltd	08348786 (England & Wales)	Address: 27 Union Street, London, SE1 1SD Email: sam.toulson@bighand.com Attention: Sam Toulson

Schedule 2 to Deed of Accession and Charge

Registered land to be mortgaged

None at the date of this Deed.

Unregistered land subject to first registration upon the execution of this Deed

None at the date of this Deed.

Schedule 3 to Deed of Accession and Charge

Specified Intellectual Property

Trade Marks

Mark	Country	Proprietor	Registration number	Renewal date
BIGHAND	United Kingdom	BigHand Limited	UK00002220034	20 January 2020
BIGHAND TOTALSPEECH	United Kingdom	BigHand Limited	UK00002272129	07 June 2021
	United Kingdom	BigHand Limited	UK00002272133	07 June 2021
freeme FREEME	United Kingdom	BigHand Limited	UK00002647791	04 January 2023
FreeMe	United Kingdom	BigHand Limited	UK00003001103	08 April 2023
	United Kingdom	BigHand Limited	UK00003001105	08 April 2023
	United Kingdom	BigHand Limited	UK00003001106	08 April 2023
BigHand Go	United Kingdom	BigHand Limited	UK00003017351	08 August 2023
BIGHAND GO	United Kingdom	BigHand Limited	UK00003119639	27 July 2025
SMARTNOTE	United Kingdom	BigHand Limited	UK00003119647	27 July 2025
BIGHAND NOW	United Kingdom	BigHand Limited	UK00003119636	27 July 2025
	United Kingdom	BigHand Limited	UK00003146948	29 January 2026
BigHand	Hong Kong	BigHand Limited	300551358	18 December 2025
	EU Trade Mark	BigHand Limited	002492411	6 December 2021
BigHand	EU Trade Mark	BigHand Limited	002492213	06 December 2021

Mark	Country	Proprietor	Registration number	Renewal date
BigHand	WIPO (Australia)	BigHand Limited	880750 (WIPO) 1111481 (Aus)	19 December 2025
	WIPO (Australia, US and EU)	BigHand Limited	1311116 (WIPO) 5278795 (US) 1799711 (Aus)	26 April 2026
BigHand	Canada	BigHand Limited	TMA729713	28 November 2023
BIGHAND	United States	BigHand Limited	3024258	06 December 2025

Domain Names

bighand.com

bighand.eu.com

bighandoffice.com

bighandoffice.info

bighandoffice.net

bighandoffice.org

bighandofficena.com

documentmetadata.com

documentmetadata.org

document-metadata.org

document-production.com

documentproduction.org

documentproperties.com

docxformat.com

dwreporting.biz

dwreporting.ca

dwreporting.co

dwreporting.co.uk

dwreporting.com

dwreporting.info

dwreporting.mobi

dwreporting.net

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dwreporting.org
dwreporting.uk
enhancednativearchitecture.com
enhancednativearchitecture.net
enhancednativearchitecture.org
esqinc.biz
esqinc.com
esqinc.info
esqinc.mobi
esqinc.org
esqinc.tv
esqinc.us
esqincsupport.com
esqincsupport.net
esqincsupport.org
esquireinnovations.biz
esquireinnovations.com
esquireinnovations.info
esquireinnovations.net
esquireinnovations.org
esquireinnovations.tv
esquireinnovations.us
hiddenmetadata.com
highriskmetadata.com
ibateslabel.com
ibateslabel.net
icreateda.com
icreateda.us
icreatesoftware.biz
icreatesoftware.com
icreatesoftware.info

icreatesoftware.name

icreatesystem.biz

icreatesystem.com

icreatesystem.info

icreatesystem.net

icreatesystem.org

idoconvert.com

idoconvert.net

idoconvert.org

idocid.biz

idocid.com

idocid.info

idocid.net

idocid.us

ihyperstyles.biz

ihyperstyles.com

ihyperstyles.info

ihyperstyles.net

ihyperstyles.org

ihyperstyles.us

iofficesystem.com

iofficesystem.net

iredline.biz

iredline.info

iredline.net

iredline.org

iredline.us

iscrub.biz

iscrub.com

iscrub.info

iscrub.mobi

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iscrub.name
iscrub.net
iscrub.org
iscrub.tv
iscrub.us
iscrublaundromat.com
ixmledit.info
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ixmledit.org
ixmleditor.com
ixmleditor.net
ixmleditor.org
judyecarterreynolds.com
judyecarterreynolds.net
judyecarterreynolds.org
metadatalaundromat.com
metadatascrub.com
metadatascrubber.com
metadatasclubbing.com
metascrub.com
metascrub.info
metascrub.net
metascrub.org
metasealant.com
metasealant.net
metasealant.org
normaldotm.com
normaldotm.org
officemetadata.com
officemetadata.info
officemetadata.org

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TRADEMARK
REEL: 006351 FRAME: 0470

Patents

Patent	Country	Application Number	Status (application or grant)	Proprietor	Application date	Publication Date
Citrix Patent	United States	12/182,346 or 12182346	Granted	BigHand Limited	30 July 2008	5 February 2009
Audio file	United Kingdom	GB1611637.8	Pending	BigHand Limited	30 June 2016	1 March 2017

Unregistered Intellectual Property

- DW Reporting name and logo (shown below) and any goodwill attaching to same.



- Copyright in all source and object code for the software owned by DW Reporting Ltd (save for any open source software code).
- Copyright in all source and object code for the server side code (save for open source software code).
- All written materials, including programs, files, specifications and documentation and any work product, patents, information, inventions or copyrightable material that are produced by DW Reporting Ltd or any of its employees or consultants during the course of its performance or resulting from the performance of any services under client contracts (except for any written materials, including programs, files, specifications and documentation and any work product, patents, information, inventions or copyrightable material that would constitute Restricted IP).
- Website content and layout.
- Manuals and guides relating to how to use software owned by DW Reporting Ltd.
- Know-how relating to the functionality of the software owned by DW Reporting Ltd.
- Databases including customer lists.
- Software design documentation, architecture drawings and specification.
- All flyers and infographics.

Schedule 4 to Deed of Accession and Charge


Debenture

EXECUTION

THE NEW CHARGORS

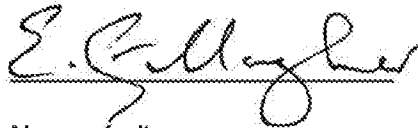
Executed as a
Deed by **BH Topco Limited**
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
)


Director

in the presence of:

Signature of witness:



Name of witness:

EAMON GALLAGHER

Address of witness:

ROPES & GRAY
60 LUDGATE HILL
LONDON EC4M 7AW
UNITED KINGDOM

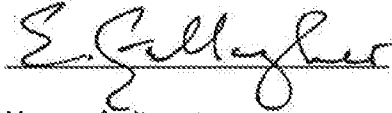
Executed as a
Deed by **BH Midco Limited**
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
)


Director

in the presence of:

Signature of witness:



Name of witness:

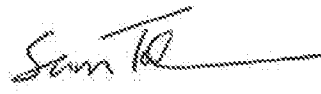
EAMON GALLAGHER

Address of witness:

ROPES & GRAY
60 LUDGATE HILL
LONDON EC4M 7AW
UNITED KINGDOM

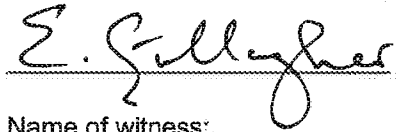
Executed as a
Deed by **BH Bidco Limited**
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
)


Director

in the presence of:

Signature of witness:



Name of witness:


EAMON GALLAGHER

Address of witness:

ROPES & GRAY
60 LUDGATE HILL
LONDON EC4M 7AW
UNITED KINGDOM

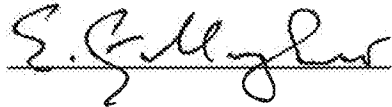
Executed as a
Deed by **BigHand Holdings Limited**
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
)


Director

in the presence of:

Signature of witness:



Name of witness:


EAMON GALLAGHER

Address of witness:

~~ROPES & GRAY~~
60 LUDGATE HILL
~~LONDON EC4M 7AW~~
UNITED KINGDOM

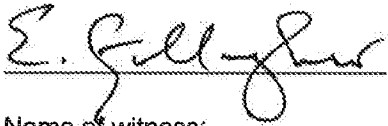
Executed as a
Deed by **BigHand Limited**
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
)


Director

in the presence of:

Signature of witness:



Name of witness:

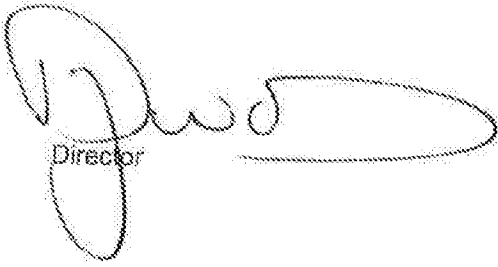
EAMON GALLAGHER

Address of witness:

~~ROPE & GRAY~~
60 LUDGATE HILL
~~LONDON EC4M 7AW~~
UNITED KINGDOM

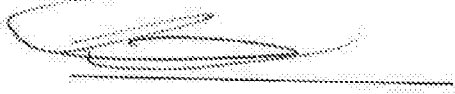
Executed as a
Deed by **DW Reporting Ltd**
(pursuant to a resolution of its Board
of Directors) acting by:

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)
)
)
)
Director



in the presence of:

Signature of witness:



Name of witness:

JAMES CAPODARCA

Address of witness:

3 AZALEA MEWS

CANBY HAMP, EDEX

SS8 0HU

THE PARENT

Executed as a
Deed by **BH Group Midco Limited**
(pursuant to a resolution of its Board
of Directors) acting by:

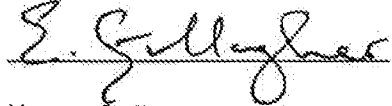
)
)
)
)



Director

in the presence of:

Signature of witness:



Name of witness:

EAMON GALLAGHER

Address of witness:

ROPES & GRAY

60 LUDGATE HILL
LONDON EC4M 7AW
UNITED KINGDOM

THE SECURITY AGENT

Signed by
for and on behalf of
GLAS Trust Corporation Limited

)
)
)
)

A. J. CE

Authorized Signatory

(Execution page to Deed of Accession and Charge)