



**Registration of a Charge**

Company name: **BIS LIMITED**

Company number: **04037250**

Received for Electronic Filing: **30/04/2019**



X84IAOWB

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**Details of Charge**

Date of creation: **26/04/2019**

Charge code: **0403 7250 0010**

Persons entitled: **ARES MANAGEMENT LIMITED AS SECURITY AGENT**

Brief description: **ALL CURRENT AND FUTURE MATERIAL LAND AND MATERIAL INTELLECTUAL PROPERTY (EXCEPT FOR ANY RESTRICTED IP) OWNED BY THE COMPANY; IN EACH CASE AS SPECIFIED (AND DEFINED) IN THE DEED OF ACCESSION AND CHARGE REGISTERED BY THIS FORM MR01 (THE "DEED"). FOR MORE DETAILS PLEASE REFER TO THE DEED.**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A TRUE AND COMPLETE COPY OF THE COMPOSITE ORIGINAL INSTRUMENT.**

Certified by: **CARL WINDRUP**



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

Company number: 4037250

Charge code: 0403 7250 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th April 2019 and created by BIS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th April 2019 .

Given at Companies House, Cardiff on 1st May 2019

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




**Companies House**



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

Save for material redacted pursuant to s859G of the  
Companies Act 2008, I certify that this is a true and  
complete copy of the composite original seen by me

  
Name: CARL WINDER  
Title: Solicitor

Date: 29/4/2019

Hogan Lovells International LLP (Ref: \_\_\_\_\_)  
Atlantic House, Holborn Viaduct, London EC1A 2FG

**Deed of Accession and Charge**

THIS DEED OF ACCESSION AND CHARGE is made on

26 April 2019

**BETWEEN:**

- (1) The Subsidiaries (as set out in Schedule 4) (each a **"New Chargor"** and together the **"New Chargors"**);
- (2) **CB-SDG Midco Limited** (registered in England and Wales under number 09642098) (the **"Parent"**); and
- (3) **Ares Management Limited** (the **"Security Agent"**).

**WHEREAS:**

- (A) This Deed is supplemental to a Debenture (the **"Principal Deed"**) dated 2 April 2019 between (1) the Company and the Parent 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 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).

**"Material Intellectual Property"** means:

- (a) the Specified Intellectual Property (if any) and any Intellectual Property specified in Schedule 3 (*Specified Intellectual Property*); and
- (b) any other Intellectual Property which is material in the context of the business of any New Chargor.

**"Material Land"** means all present and future Land held by any New Chargor which at the date of this Deed or, if later, the date at which the Land was acquired:

- (a) has a market value of £3,000,000 (or its equivalent in other currencies) or more;  
or
- (b) is a leasehold property with an annual rent of £500,000 (or its equivalent in other currencies) or more,

but excluding in each case any freehold or leasehold property held by a New Chargor under a lease or other agreement which precludes either absolutely or conditionally that New Chargor from creating a mortgage or charge over its interest in that property.

**"Restricted IP"** means any Intellectual Property owned by or licensed to any New Chargor which, in each case, precludes either absolutely or conditionally such 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 (*Third Party Consents*) of the Principal Deed.

**"Specified Intellectual Property"** means the Intellectual Property and domain names 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 and payable 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

- 3.1 **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) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies; and

- (b) all of its rights, title and interest from time to time in respect of the Hedging Agreements.

#### 4. FIXED SECURITY

4.1 **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 Deed, in each case as described in Schedule 1 (*Registered Land to be Mortgaged*);
- (b) by way of fixed charge:
  - (i) all other Land which is Material Land which is now, or in the future becomes, its property;
  - (ii) 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;
  - (iii) 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 4.1;
  - (iv) 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;
  - (v) all Specified Investments in Material Companies which are now its property, including all proceeds of sale derived from them;
  - (vi) all other Specified Investments which are now its property, including all proceeds of sale derived from them;
  - (vii) all Specified Investments in Material Companies 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 other 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;
  - (ix) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments in Material Companies;
  - (x) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its other Specified Investments;
  - (xi) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments in Material Companies;
  - (xii) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its other Specified Investments;
  - (xiii) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it (excluding for the avoidance of doubt liability

insurance and any directors' and officers' insurance) 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 Deed;

- (xiv) all its goodwill and uncalled capital for the time being;
- (xv) all Specified Intellectual Property belonging to it;
- (xvi) with the exception of any Restricted IP, all other Material Intellectual Property presently belonging to it, including any Material Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xvii) with the exception of any Restricted IP, all Material Intellectual Property that may be acquired by or belong to it in the future, including any such Material Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xviii) 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 Material Intellectual Property in any part of the world;
- (xix) all Material Intellectual Property (including any Material 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 Material Intellectual Property in any part of the world) which by virtue of obtaining third party consent to charge such Material 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;
- (xx) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xxi) 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)(xv) to (xx) inclusive of this Clause 4.1;
- (xxii) all trade debts now or in the future owing to it (but excluding any trade receivables which cannot be secured under the terms of the relevant contract);
- (xxiii) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xxiv) 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 3.1 (*Security Assignments*);



- (xxv) any beneficial interest, claim or entitlement it has to any pension fund now or in the future (to the extent permitted by applicable law);
- (xxvi) 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 Deed to the extent permitted by applicable law; and
- (xxvii) 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 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 3.1 (*Security Assignments*) or charged by any fixed charge contained in Clause 4.1 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Principal Deed; 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 save as permitted under Clause 25.15 (*Negative pledge*) of the Facilities Agreement 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 6 (*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 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

Except as otherwise permitted under any Finance Documents or with the prior written consent of the Security Agent, 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
- (b) 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 a 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 the relevant New Chargor for any amount by which the value of the appropriated Assets 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 The New Chargors agree that the method of valuing such Financial Collateral under Clause 7.3 is commercially reasonable.

**8. APPLICATION TO HM LAND REGISTRY**

The New Chargors:

- (a) in relation to each register of title of any present and future Land of each 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 separately any nominee and/or any Receiver 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 such New Chargor is obliged to do (but has not done within 10 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) following the occurrence of a Declared Default, enable the Security Agent, any such nominee and/ or 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 New Chargors under Clause 20 (*Costs and Expenses*) and Clause 21 (*Other Indemnities*) of the Intercreditor Agreement.

## 10. JOINT AND SEVERAL

All covenants, agreements, representations and warranties on the part of the New Chargors contained in this Deed (or, as relevant, in the Principal Deed) are given by them jointly and separately and shall be construed accordingly.

## 11. 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 31 (*Notices*) of the Principal Deed. The New Chargors' addresses for service is set out in Schedule 2 (*Notice Details*).

## 12. 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.

13. **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.

14. **ENFORCEMENT**

14.1 **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) 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) Notwithstanding paragraph (a) above, no Beneficiary shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Beneficiaries may take concurrent proceedings in any number of jurisdictions.

15. **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**

**Registered land to be mortgaged**

<b>Name of Chargor/Registered Proprietor</b>	<b>Description of Property</b>	<b>Title Number</b>
Six Degrees Property Limited	Freehold property at U K S Ltd, Birmingham Road, Studley B80 7BG	WK368526

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

None at the date of this Deed.



The address for service of the Security Agent in the case of registered land is Ares Management Limited, 10 New Burlington St, London W1S 3BE, attn: David Ribchester / Nishal Patel.

**Schedule 2 to Deed of Accession**

**Notice Details**

COMPANY	DETAILS
Six Degrees Technology Group Limited	Commodity Quay, St Katharine Docks, London E1W 1AZ
BIS Limited	Commodity Quay, St Katharine Docks, London E1W 1AZ
Six Degrees Holdings Limited	Commodity Quay, St Katharine Docks, London E1W 1AZ
Six Degrees Investments Limited	Commodity Quay, St Katharine Docks, London E1W 1AZ
Six Degrees Property Limited	Commodity Quay, St Katharine Docks, London E1W 1AZ
Convergent Holdings (London) Ltd	Commodity Quay, St Katharine Docks, London E1W 1AZ
Convergent Network Solutions Limited	Commodity Quay, St Katharine Docks, London E1W 1AZ

**Schedule 3**  
**Intellectual Property**

MARK	NO.	CLASSE S	FILING DATE	TERRITOR Y	STATUS	REGISTERE D PROPRIETO R
 <i>Series of 2</i>	UK0000259704 3	9, 35, 38	7 October 2011	United Kingdom	Registere d	Six Degrees Holdings Limited
SIX DEGREES	013228879	9, 35, 38, 42	4 Septembe r 2014	United Kingdom	Registere d	Six Degrees Holdings Limited
 <i>Six Degrees Logo</i>	013228895	9, 35, 38, 42	4 Septembe r 2014	United Kingdom	Registere d	Six Degrees Holdings Limited

**Schedule 4**

**The New Chargors**

NAME	JURISDICTION OF INCORPORATION	REGISTERED NUMBER
Six Degrees Technology Group Limited	England and Wales	03036806
BIS Limited	England and Wales	04037250
Six Degrees Holdings Limited	England and Wales	07473012
Six Degrees Investments Limited	England and Wales	07652542
Six Degrees Property Limited	England and Wales	07623054
Convergent Holdings (London) Ltd	England and Wales	07722329
Convergent Network Solutions Limited	England and Wales	03750954

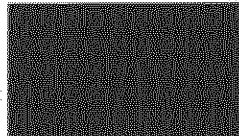


**Execution page to Deed of Accession**

**EXECUTION**

**THE PARENT**

Executed and delivered as a  
Deed by  
**CB-SDG MIDCO LIMITED**  
(pursuant to a resolution of its Board  
of Directors) acting by:



DIRECTOR

in the presence of:

Signature of witness:



Name of witness:

JACK WOOD

Address of witness:

Commodity Quay  
St Katharine Docks  
E1W 1AZ

**THE NEW CHARGORS**

Executed and delivered as a

Deed by

**SIX DEGREES TECHNOLOGY GROUP LIMITED**

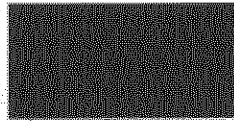
(pursuant to a resolution of its Board  
of Directors) acting by:

)

)

)

)



Director

in the presence of:

Signature of witness:

.....

Name of witness:

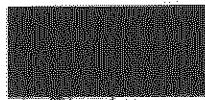
..... JACK WOOD .....

Address of witness:

.....  
Commodity Quay  
St Katharine Docks  
E1W 1AZ  
.....

Executed and delivered as a  
Deed by **BIS LIMITED**  
(pursuant to a resolution of its Board  
of Directors) acting by:

)  
)  
)  
)



Director

in the presence of:

Signature of witness:



Name of witness:

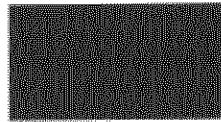
JACK WONG

Address of witness:

Commodity Quay  
St Katharine Docks  
E1W 1AZ

Executed and delivered as a  
Deed by  
**SIX DEGREES HOLDINGS LIMITED**  
(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:

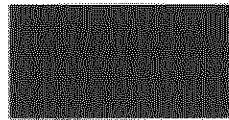
JACK WOOD

Address of witness:

Commodity Quay  
St Katharine Docks  
E1W 1AZ

Executed and delivered as a  
Deed by  
**SIX DEGREES INVESTMENTS LIMITED**  
(pursuant to a resolution of its Board  
of Directors) acting by:

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)  
)  
)



Director

in the presence of:

Signature of witness:

A black rectangular box redacting the signature of the witness.

Name of witness:

Jack Wood

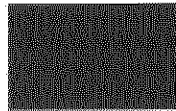
Address of witness:

Commodity Quay  
St Katharine Docks  
E1W 1AZ

\_\_\_\_\_

Executed and delivered as a  
Deed by  
**SIX DEGREES PROPERTY LIMITED**  
(pursuant to a resolution of its Board  
of Directors) acting by:

)  
)  
)  
)



Director

in the presence of:

Signature of witness:



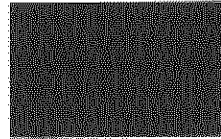
Name of witness:

Jack Wood

Address of witness:

Commodity Quay  
St Katharine Docks  
E1W 1AZ

Executed and delivered as a )  
Deed by )  
**CONVERGENT NETWORK SOLUTIONS LIMITED** )  
(pursuant to a resolution of its Board )  
of Directors) acting by:



Director

in the presence of:

Signature of witness:



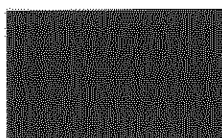
Name of witness:

Jack Wood

Address of witness:

Commodity Quay  
St Katharine Docks  
E1W 1AZ

Executed and delivered as a  
Deed by  
CONVERGENT HOLDINGS (LONDON) LTD  
(pursuant to a resolution of its Board  
of Directors) acting by:



)  
)  
)  
)  
Director

In the presence of:

Signature of witness:



Name of witness:

JACK WOOD

Address of witness:

Commodity Quay  
St Katharine Docks  
E1W 1AZ



**THE SECURITY AGENT**

Signed by )  
for and on behalf of **ARES MANAGEMENT** )  
**LIMITED:** )

  
**Kevin Early**  
Authorised Signatory

Address details: Ares Management Limited  
10 New Burlington St  
6<sup>th</sup> Floor  
London  
W1S 3BE  
Fax: +44 207 464 6401  
Telephone: +44 207 434 6416 / 6424  
For the attention of: David Ribchester / Nishal Patel