



Registration of a Charge

Company Name: **ARDONAGH SERVICES LIMITED**

Company Number: **07476462**



XCYAYB2B

Received for filing in Electronic Format on the: **06/03/2024**

Details of Charge

Date of creation: **29/02/2024**

Charge code: **0747 6462 0015**

Persons entitled: **ANKURA TRUST COMPANY, LLC (AS SECURITY PROVIDER)**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **IVANNA BATANOVA**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7476462

Charge code: 0747 6462 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th February 2024 and created by ARDONAGH SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th March 2024 .

Given at Companies House, Cardiff on 13th March 2024

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**

I certify that this is a true copy (subject
only to certain permitted redactions)

Ivanna Batanova

DATED 29 FEBRUARY 2024

Kirkland & Ellis International LLP

**(1) ARDONAGH SERVICES LIMITED
(2) ANKURA TRUST COMPANY, LLC**

**DEED OF CONFIRMATION (RELATING TO THE EQUITABLE SHARE MORTGAGE DATED
1 OCTOBER 2021 AND THE DEEDS OF CONFIRMATION DATED 25 SEPTEMBER 2022, 31
JANUARY 2023 AND 21 JULY 2023, RESPECTIVELY, EACH IN RESPECT OF SHARES IN
NEVADA 5 TOPCO LIMITED)**

**THE TAKING OR SENDING BY ANY PERSON OF AN ORIGINAL OF THIS DOCUMENT
INTO THE CAYMAN ISLANDS MAY GIVE RISE TO THE IMPOSITION OF SUBSTANTIAL
CAYMAN ISLANDS STAMP DUTY**



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REF: OU/HL/A4844-187789

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THIS DEED OF CONFIRMATION is made on 29 February 2024

BETWEEN

- (1) **ARDONAGH SERVICES LIMITED** a company established under the laws of England and Wales with company number 07476462 whose registered office is at 2 Minster Court, Mincing Lane, London, United Kingdom, EC3R 7PD (the "**Security Provider**"); and
- (2) **ANKURA TRUST COMPANY, LLC** a New Hampshire limited liability company established under the laws of the State of New Hampshire and in accordance with the provisions of the New Hampshire Limited Liability Company Act, as successor security agent for and on behalf of the Secured Parties (the "**Mortgagee**").

WHEREAS

- (A) Reference is made to the following:
 - (a) an intercreditor agreement dated 26 June 2020 between, among others, Ardonagh Midco 3 PLC as the company and the Mortgagee as Priority Security Agent (as defined therein) (the "**Intercreditor Agreement**");
 - (b) an equitable share mortgage dated 1 October 2021 between the Security Provider and Ares Management Limited as original security agent for and on behalf of the Secured Parties (the "**Original Mortgagee**") in relation to the shares in the Company (the "**Equitable Share Mortgage**", as confirmed and/or supplemented by each of the Existing Deeds of Confirmation (as defined below), the "**Existing Security Documents**"); and
 - (c) deeds of confirmation each dated 25 September 2022, 31 January 2023 and 21 July 2023, respectively, between the Security Provider and the Original Mortgagee in relation to the shares in the Company (collectively, the "**Existing Deeds of Confirmation**").
- (B) As a continuing security for the discharge and/or payment of the Secured Obligations (as defined below), the Security Provider granted security in favour of the Original Mortgagee in accordance with the terms of the Existing Security Documents.
- (C) The Original Mortgagee has assigned and/or transferred all of its rights and/or obligations under the Existing Security Documents to the Mortgagee as the new Priority Security Agent (as defined in the Intercreditor Agreement), subject to and in accordance with the terms of the Debt Documents on or around the date hereof.
- (D) The Security Provider is executing this Deed to confirm that the Existing Security Documents secure the Secured Obligations.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed (including the recitals hereto) unless the context otherwise requires these words and expressions shall have the following meaning:

"**Company**" means Nevada 5 Topco Limited, an exempted company with its registered office at Ogier Global (Cayman) Limited, 89 Nexus Way, Camana Bay, Grand Cayman KY1-9009, Cayman Islands.

"**Debt Documents**" has the meaning given to it in the Intercreditor Agreement.

"**Parties**" means the parties to this Deed.

"Secured Obligations" has the meaning given to the term Secured Obligations paragraph (a) in the Intercreditor Agreement.

"Secured Parties" has the meaning given to the term Secured Parties in the Intercreditor Agreement (but excluding the Topco Secured Parties (as defined in the Intercreditor Agreement)).

- 1.2 In this Deed (including the recitals), unless the context otherwise requires or unless otherwise defined, words and expressions shall have the same respective meanings that are ascribed to them in the Equitable Share Mortgage (whether as defined therein or by reference to another document).
- 1.3 The provisions of Clause 1.2 of the Equitable Share Mortgage shall apply to this Deed as though they were set out in full in this Deed, except that references therein to the "Mortgage" are to be construed as references to this Deed.
- 1.4 Without prejudice to Clause 3.1(b), the provisions contained in Clause 10 (Further Assurances) of the Equitable Share Mortgage and any other provisions thereof referred to in such clauses shall be, and are hereby, incorporated into this Deed, as if repeated and set out in full herein and as if references in those clauses and provisions to "Mortgage" are to be construed as references to this Deed.
- 1.5 References to any Secured Party, Security Provider, Priority Security Agent or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's (and any subsequent) successors in title (including the surviving entity of any merger involving that person), permitted assignees and transferees and, in the case of the Priority Security Agent, any person for the time being appointed as Priority Security Agent or Priority Security Agents in accordance with the Debt Documents.

2. REPRESENTATIONS

- 2.1 The representations and warranties made by the Security Provider as set out in Clause 2 of the Equitable Share Mortgage are deemed to be made by the Security Provider (by reference to the facts and circumstances then existing) on the date of this Deed as if, where applicable, any reference therein to the Equitable Share Mortgage included a reference to this Deed and the Equitable Share Mortgage.

3. CONFIRMATION, CONTINUITY AND FURTHER ASSURANCE

- 3.1 Confirmation of security
 - (a) The Security Provider confirms that the security created by or pursuant to each of the Existing Security Documents shall, without prejudice to the terms of each Existing Security Document, extend, as from the date of this Deed, to secure the Secured Obligations.
 - (b) To the extent that the security created by each of the Existing Security Documents does not otherwise extend hereby, to secure the Secured Obligations or any part thereof, as a continuing security for the payment, discharge and performance of the Secured Obligations the Security Provider as legal and beneficial owner hereby:
 - (i) mortgages in favour of the Mortgagee by way of a first equitable mortgage the Mortgaged Shares; and
 - (ii) charges in favour of the Mortgagee, by way of fixed charge, all of its right, title and interest in and to the Mortgaged Property including all benefits, present and future, actual and contingent accruing in respect of the Mortgaged Property,

on the terms set out in each of the Existing Security Documents (applying *mutatis mutandis*).

3.2 Continuing obligations

The provisions of each of the Existing Security Documents shall continue in full force and effect.

3.3 Unless previously delivered in accordance with the terms of the Existing Security Documents, the Security Provider hereby agrees to deliver or cause to be delivered, to the Mortgagee on the date hereof an executed but undated share transfer certificate in respect of the Mortgaged Shares in favour of the Mortgagee or its nominees (as the Mortgagee shall direct) in the form set out in the Schedule to this Deed.

3.4 The Security Provider shall (including by providing any and all written consents required by the Company in accordance with the memorandum and articles of association of the Company), immediately after execution of this Deed, procure that the following notation be entered on the register of members (the "**Register of Members**") maintained by the Company in accordance with the Companies Act:

"All the ordinary shares issued as fully paid up and registered in the name of Ardonagh Services Limited are mortgaged and charged in favour of Ankura Trust Company, LLC (as security agent) pursuant to a share mortgage dated 1 October 2021, as confirmed by deeds of confirmation each dated 25 September 2022, 31 January 2023 and 21 July 2023, respectively, and a deed of confirmation dated 29 February 2024 (and as confirmed by deeds of confirmation prior to the date thereof) and as further confirmed, supplemented or amended from time to time."

3.5 The Security Provider shall, at the request of the Mortgagee and at its own expense, do all such acts and things necessary or desirable to give effect to the terms of this Deed.

3.6 The security constituted by the Existing Security Documents shall not be released, reduced, affected or impaired by the execution, delivery and performance of this Deed or any other document or agreement entered into pursuant to or contemplated by this Deed.

4. MORTGAGEE AS PRIORITY SECURITY AGENT

4.1 The Mortgagee is entering into this Deed in the exercise of the powers and authority conferred and vested in it under the Intercreditor Agreement as Priority Security Agent for and on behalf of the Secured Parties for which it acts, solely for the better preservation and enforcement of its rights. It shall exercise its powers and authority under this Deed in the manner provided for in the Intercreditor Agreement and other Debt Documents and, in so acting, the Mortgagee shall have the protections, immunities, rights, indemnities and benefits conferred on it in its capacity as Priority Security Agent under the Intercreditor Agreement and other Debt Documents as if set out herein (and without prejudice to any additional rights or protections set out herein).

4.2 Notwithstanding any other provision of this Deed, in acting under and in accordance with this document, the Mortgagee is entitled to seek instructions from the relevant instructing group in its capacity as Priority Security Agent in accordance with the provisions of the Intercreditor Agreement and the Debt Documents at any time.

5. COUNTERPARTS AND MISCELLANEOUS

5.1 This Deed may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Deed by executing any such counterpart.

5.2 The Parties intend that this Deed takes effect as a deed notwithstanding the fact that the Mortgagee may only execute it under hand.

6. THIRD PARTY RIGHTS

- 6.1 A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act (As Revised) (the "**CRTP Act**") to enforce any term of this Deed.

7. LAW AND JURISDICTION

- 7.1 This Deed shall be governed by and construed in accordance with the laws of the Cayman Islands and the Parties hereby irrevocably submit to the jurisdiction of the courts of the Cayman Islands, provided that nothing in this Clause shall affect the right of the Mortgagee to serve process in any manner permitted by law or limit the right of the Mortgagee to take proceedings with respect to this Deed against any Security Provider in any jurisdiction nor shall the taking of proceedings with respect to this Deed in any jurisdiction preclude the Mortgagee from taking proceedings with respect to this Deed in any other jurisdiction, whether concurrently or not.
- 7.2 The Security Provider agrees that the process by which any proceedings in the Cayman Islands are begun may be served on it by being delivered to the process agent referred to in Clause 19.3(a) of the Equitable Share Mortgage.

[signature pages to follow]

IN WITNESS whereof this Deed has been executed as a deed and is delivered on the day and year first above written.

EXECUTED AS A DEED for and on behalf of)
ARDONAGH SERVICES LIMITED:

)
)
) Duly Authorised Signatory

) Name: Diane Cougill

) Title: Director

)
)
) Duly Authorised Signatory

) Name: David Christopher Ross

) Title: Director

in the presence of:



Signature of Witness

Name: 

Address: 

EXECUTED AS A DEED for and on behalf of **ANKURA**
TRUST COMPANY, LLC:

)
)
)
)
)
)



Duly Authorised Signatory

Name: James J. McGinley

Title: President & Chief Executive Officer

SCHEDULE

NEVADA 5 TOPCO LIMITED
(THE "COMPANY")
SHARE TRANSFER CERTIFICATE

SHARE TRANSFER CERTIFICATE dated _____ Ardonagh Services
Limited (the "**Transferor**") does hereby transfer to _____ (the
"**Transferee**") all of the shares of a par value of _____ each in the Company (the "**Shares**").

SIGNED for and on behalf of
the **Transferor**:

)
)
)
)
)
)

Duly Authorised Signatory

Name: _____

Title: _____

SIGNED for and on behalf of)
the **Transferee**:

)

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)

Duly Authorised Signatory

Name: _____

Title: _____