



Registration of a Charge

Company Name: **PROJECT SEATTLE TOPCO LIMITED**

Company Number: **11051394**



Received for filing in Electronic Format on the: **23/06/2021**

XA7ABXF4

Details of Charge

Date of creation: **16/06/2021**

Charge code: **1105 1394 0002**

Persons entitled: **ARES MANAGEMENT LIMITED (AS SECURITY TRUSTEE FOR ITSELF AND THE OTHER SECURED PARTIES (AS DEFINED WITHIN THE INSTRUMENT))**

Brief description:

Contains fixed charge(s).

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

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 SIGNED BY THE PARTIES TO IT USING THEIR ELECTRONIC SIGNATURE.**

Certified by:

DECHERT LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11051394

Charge code: 1105 1394 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th June 2021 and created by PROJECT SEATTLE TOPCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd June 2021 .

Given at Companies House, Cardiff on 24th June 2021

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**

Security Accession Deed

THIS SECURITY ACCESSION DEED is dated 16 June 2021 and is made between:

- (1) **PANTHER HOLDCO LIMITED** (registered in England and Wales with registered number 12994493) for itself and for the Chargors (the “**Parent**”);
- (2) **EACH COMPANY LISTED IN SCHEDULE 1 TO THIS SECURITY ACCESSION DEED** (each an “**Additional Chargor**” and together, the “**Additional Chargors**”); and
- (3) **ARES MANAGEMENT LIMITED** as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

WHEREAS

- (A) This Security Accession Deed is supplemental to a debenture dated 24 December 2020 between, among others, the Parent and the Security Agent (the “**Debenture**”) and the Additional Chargor intends to accede to the Debenture as a Chargor.
- (B) The Additional Chargor is required to enter into this Security Accession Deed as a condition of the Finance Documents.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Save to the extent otherwise defined in this Security Accession Deed, terms defined in the Debenture have the same meaning when used in this Security Accession Deed.

1.2 Interpretation

Clauses 1.2 (*Terms defined in other Finance Documents*), 1.3 (*Construction*), 1.4 (*Intercreditor Agreement*), 1.5 (*Disposition of property*), 1.6 (*Clawback*), 1.7 (*Third Party Rights*) and 1.8 (*Deed*) of the Debenture are incorporated in this Security Accession Deed as if they were set out in full in this Security Accession Deed, but so that references in those clauses to “this Debenture” shall be construed as reference to this Security Accession Deed.

2. ACCESSION OF ACCEDING CHARGORS

2.1 Accession

Each Additional Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all the terms of the Debenture (including to make the representations and warranties and comply with the undertakings set out therein) as if it had originally been a party to it.

2.2 Covenant to pay

Each Additional Chargor covenants with the Security Agent, as security trustee for the Secured Parties, to pay, discharge and satisfy the Secured Obligations when they become due for payment and discharge in accordance with their respective terms.

3. **FIXED SECURITY**

3.1 **General**

All Security created by an Additional Chargor under this Clause 3 and Clause 4 (*Floating Charge*) is:

- (a) granted in favour of the Security Agent as security trustee for the Secured Parties;
- (b) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);
- (c) subject to any Permitted Security, granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (but no covenant shall be implied by such grant which is disappplied under Clause 12.1 (*Implied covenants for title*) of the Debenture); and
- (d) granted in respect of all the right, title and interest (if any), present and future, of that Additional Chargor in and to the relevant Charged Asset.

3.2 **Legal mortgage**

Each Additional Chargor charges by way of first legal mortgage, the Material Real Property (including the Real Property specified in Schedule 2 (*Material Real Property*) to this Security Accession Deed).

3.3 **Assignment by way of Security**

- (a) Each Additional Chargor assigns and agrees to assign absolutely with to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Legal mortgage*):
 - (i) each Material Insurance Policy and the proceeds of each Material Insurance Policies; and
 - (ii) each Specific Contract.
- (b) Each Additional Chargor shall remain liable to perform all its obligations under the assets described in paragraph (a) above.
- (c) Notwithstanding the other terms of this Clause 3.3, prior to the occurrence of an Enforcement Event, each Additional Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Specific Contracts and the Material Insurance Policies.

3.4 **Fixed charges**

Each Additional Chargor (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Legal mortgage*) or assigned pursuant to Clause 3.3 (*Assignment by way of Security*)) charges:

- (a) by way of first fixed charge, the Material Real Property;
- (b) by way of first fixed charge, the Accounts;

- (c) by way of first fixed charge, its book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;
- (d) by way of first fixed charge, the Material Intellectual Property;
- (e) by way of first fixed charge, the Plant and Machinery;
- (f) by way of first fixed charge, any goodwill and rights and claims in relation to its uncalled share capital;
- (g) by way of first fixed charge, the Investments; and
- (h) by way of first fixed charge, each of the assets which are specified in Clause 3.3 (*Assignment by way of Security*).

3.5 **Fixed security**

Clause 3.2 (*Legal mortgage*) and Clause 3.3 (*Assignment by way of Security*) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this Security Accession Deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

4. **FLOATING CHARGE**

4.1 **Floating charge**

- (a) Each Additional Chargor charges by way of first floating charge all of its present and future assets and undertaking other than assets effectively charged by way of legal mortgage or fixed charge or assigned under Clauses 3.2 (*Legal mortgage*), 3.3 (*Assignment by way of Security*) or 3.4 (*Fixed charges*) respectively.
- (b) The floating charge created by paragraph (a) above is a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to such floating charge.

4.2 **Conversion of floating charge to fixed Security**

- (a) The Security Agent may at any time by notice to the relevant Additional Chargor convert the floating charge constituted under Clause 4.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge and which is specified in the notice if:
 - (i) this Security Accession Deed is enforceable in accordance with Clause 14 (*When Security Becomes Enforceable*) of the Debenture;
 - (ii) the Security Agent reasonably considers that any of the Charged Assets is or will be in jeopardy or in danger of being seized or sold pursuant to any form of legal process;
 - (iii) the Security Agent reasonably considers that it is necessary or prudent in order to protect the priority of the Security constituted by the floating charge created by Clause 4.1 (*Floating charge*); or

- (iv) an Event of Default under clause 27.7 (*Insolvency proceedings*) of the Facilities Agreement is continuing.
- (b) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 4.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all Charged Assets which are subject to the floating charge and which are referred to in paragraphs (i) to (iii) below or owned by the relevant member of the Group in respect of which the event referred to at paragraph (iv) below has occurred:
 - (i) an Additional Chargor creates (or attempts or takes any steps to create) any Security over any Charged Asset (save as expressly permitted under the Facilities Agreement);
 - (ii) an Additional Chargor disposes (or attempts or takes any steps to dispose) of all or any of its Charged Asset (save as expressly permitted under the Facilities Agreement);
 - (iii) any person levies (or attempts or takes any steps to levy) any distress, attachment, sequestration, execution or other process against any Charged Asset (which is not discharged within five Business Days); or
 - (iv) an Administration Event occurs.
- (c) The giving of a notice by the Security Agent pursuant to paragraph (a) above in relation to any class of assets of any Additional Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties

5. **Consent of existing charging companies**

The Parent agrees (for itself and each Chargor) to the terms of this Security Accession Deed and agrees that its execution will in no way prejudice or affect any Security granted by any Chargor by or under the Debenture (or any other Security Accession Deed or Mortgage).

6. **Security power of attorney**

6.1 **Appointment and powers**

Each Additional Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all other documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on such Additional Chargor by this Security Accession Deed or any other agreement binding on such Additional Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting the security created or intended to be created in respect of the Charged Assets) and which such Additional Chargor has been requested in writing by the Security Agent to do, but has failed to do within five Business Days of such request; and
- (b) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this

Security Accession Deed or by law (including, after the Debenture has become enforceable in accordance with Clause 14 (*When Security Becomes Enforceable*) of the Debenture, the exercise of any right of a legal or beneficial owner of the Charged Assets).

6.2 Exercise of power of attorney

The Security Agent and any Receiver may only exercise the power of attorney granted pursuant to Clause 6.1 (*Appointment and powers*) following:

- (a) the occurrence of an Enforcement Event; or
- (b) the failure by an Additional Chargor to comply with any undertaking or obligation under this Security Accession Deed within five Business Days of being notified of that failure by the Security Agent (with a copy of such notice being sent to the Parent).

7. Counterparts

This Security Accession Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Security Accession Deed.

8. Governing law and jurisdiction

Clause 28 (*Governing Law and Jurisdiction*) of the Debenture shall be incorporated in this Security Accession Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Security Accession Deed.

THIS SECURITY ACCESSION DEED has been executed as, and is intended to take effect as, a deed by the Parent and each Additional Chargor and is delivered and has been signed by the Security Agent on the date written on the first page of this Security Accession Deed.

Schedule 1
Additional Chargors

Additional Chargors	Registration Number
Giacom Group Holdings Limited	12984119
Project Seattle Topco Limited	11051394
Project Seattle Bidco Limited	11051889
Giacom Holdings Limited	10061045
Giacom World Networks Limited	03813447
DWS Group Holdings Limited	13083545
Digital Wholesale Solutions Holdings Limited	11698405
Digital Wholesale Solutions Group Limited	13078299
Digital Wholesale Solutions Limited	04211657
Worldwide Connect Limited	06279282
Digital Wholesale Solutions Worldwide Limited	04290183
Anglia Telecom Centres Limited	02114602
AKJ Group Holdings Limited	13083544
Aurora Kendrick James Group Limited	13076868
Aurora Kendrick James Limited	05425077
Union Street Technologies Limited	03089574
Shaftesbury Systems Limited	03038392
Elder Studios Ltd	08108254

Schedule 2
Material Real Property



Registered land				
Additional Chargor	Address	Interest		Title number
None as at the date of this Deed.				
Unregistered land				
Additional Chargor	Address	Document describing the Real Property		
		Date	Document	Parties
None as at the date of this Deed.				




Schedule 3
Shares



Additional Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Giacom Group Holdings Limited	Project Seattle Topco Limited	Ordinary of £0.0001 each	247,567,287	£24,756.73
Project Seattle Topco Limited	Project Seattle Bidco Limited	Ordinary of £1.00	1	£1.00
Project Seattle Bidco Limited	Giacom Holdings Limited	Ordinary of £0.01 each	1,172,345	£11,723.45
Giacom Holdings Limited	Giacom World Networks Limited	Ordinary of £1.00 each	100	£100.00
AKJ Group Holdings Limited	Aurora Kendrick James Group Limited	Ordinary of £1.00	1	£1.00
Aurora Kendrick James Group Limited	Aurora Kendrick James Limited	Ordinary of £0.01 each	134,347	£1,343.47
Aurora Kendrick James Limited	Shaftesbury Systems Limited	Ordinary of £1.00 each	500	£500.00
	Union Street Technologies Limited	Ordinary of £0.01 each	12,300	£123.00
	Elder Studios Ltd	A Ordinary of £1.00 each	2,500	£2,500.00
		B Ordinary of £1.00 each	2,500	£2,500.00
		C Ordinary of £1.00 each	2,500	£2,500.00
		D Ordinary of £1.00	1	£1.00


Additional Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
		D Ordinary of £1.00	1	£1.00
DWS Group Holdings Limited	Digital Wholesale Solutions Holdings Limited	Ordinary of £1.00	4	£4.00
Digital Wholesale Solutions Holdings Limited	Digital Wholesale Solutions Group Limited	Ordinary of £1.00	2	£2.00
Digital Wholesale Solutions Group Limited	Worldwide Connect Limited	Ordinary of £1.00	1	1
	Anglia Telecom Centres Limited	Ordinary of £0.01 each	2,684,267	£26,842.67
	Digital Wholesale Solutions Limited	Ordinary of £0.10 each	1,000	£100.00
Worldwide Connect Limited	Digital Wholesale Solutions Worldwide Limited	Ordinary of £1.00 each	124	£124.00
Digital Wholesale Solutions Limited	O-BIT Telecom Limited	Ordinary of £1.00	1,000	£1,000.00
	Murphx Innovative Solutions Limited	Ordinary of £1.00 each	100	£100.00

Schedule 4
Intellectual Property

Trade marks						
Additional Chargor	Country	Mark	Classes	File Date	Reg'n No	Status
Union Street Technologies Limited	United Kingdom	UNION STREET TECHNOLOGIES LIMITED	9, 38, 42	17 Jan 2001	<u>UK0000</u> <u>2258270</u>	Registered
Union Street Technologies Limited	United Kingdom	UNION STREET	9, 38, 42	14 Feb 2001	<u>UK0000</u> <u>2261378</u>	Registered
Union Street Technologies Limited	United Kingdom	account aBILLITY	9, 36, 42	12 Apr 2001	<u>UK0000</u> <u>2267387</u>	Registered
Union Street Technologies Limited	United Kingdom	UNION STREET logo 	9, 38, 42	30 March 2011	<u>UK0000</u> <u>2576840</u>	Registered
Union Street Technologies Limited	United Kingdom	aBILLity logo 	9, 38, 42	30 March 2011	<u>UK0000</u> <u>2576938</u>	Registered
Union Street Technologies Limited	United Kingdom	Web aBILLity	9, 38, 42	30 March 2011	<u>UK0000</u> <u>2576939</u>	Registered
Union Street Technologies Limited	United Kingdom	Q2C	9, 38, 42	13 Mar 2017	<u>UK0000</u> <u>3218156</u>	Registered

Union Street Technologies Limited	United Kingdom	mosaix MOSAIX mosaiX	9, 35, 38, 42	19 Oct 2017	<u>UK0000</u> <u>3264691</u>	Registered
Union Street Technologies Limited	United Kingdom	Billing People	9, 35, 38, 42	18 Feb 2020	<u>UK0000</u> <u>3467723</u>	Examination
Union Street Technologies Limited	United Kingdom	billnow	9, 35, 38, 42	27 Feb 2020	<u>UK0000</u> <u>3470639</u>	Registered
Union Street Technologies Limited	United Kingdom	NxTier	9, 35, 37, 38, 42	31 December 2013	<u>UK0000</u> <u>3036398</u>	Registered
Digital Wholesale Solutions Limited	United Kingdom		9, 36, 37, 38	29 December 1997	<u>UK0000</u> <u>2154614</u>	Registered
Digital Wholesale Solutions Limited	United Kingdom	GX NETWORKS – SERIOUS INTERNET FOR SERIOUS BUSINESS	9, 38, 42	20 May 1999	<u>UK0000</u> <u>2198034</u>	Registered
Digital Wholesale Solutions Limited	United Kingdom		9	21 January 2009	<u>UK0000</u> <u>2508756</u>	Registered
Digital Wholesale Solutions Limited	United Kingdom		38	17 February 2010	<u>UK0000</u> <u>2539599</u>	Registered

Digital Wholesale Solutions Limited	United Kingdom	DWS	9, 35, 37, 38, 42	05 November 2018	<u>UK0000</u> <u>3350977</u>	Registered
Digital Wholesale Solutions Limited	United Kingdom		9, 35, 37, 38, 41, 42, 45	07 May 2020	<u>UK0000</u> <u>3487687</u>	Registered
Aurora Kendrick James Limited	United Kingdom		9, 16, 35, 37, 41, 42	30 April 2004	<u>UK0002</u> <u>362255</u> <u>A</u>	Registered
Aurora Kendrick James Limited	United Kingdom	WISDOM	9, 16, 35, 37, 41, 42	30 April 2004	<u>UK0002</u> <u>362255</u> <u>B</u>	Registered
Giacom World Networks Limited	United Kingdom	GIACOM	9, 35, 42	22 September 2016	<u>UK0000</u> <u>3187104</u>	Registered
Giacom World Networks Limited	United Kingdom	GIACOM CLOUD MARKET	9, 35, 42	06 July 2017	<u>UK0000</u> <u>3241900</u>	Registered
Giacom World Networks Limited	United Kingdom	Giacom Cloud Server	9, 35, 42	18 February 2020	<u>UK0000</u> <u>3467652</u>	Registered

Elder Studios Ltd	United Kingdom		42	11 September 2014	<u>UK0000</u> <u>3072141</u>	Registered
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Schedule 5
Material Insurance Policies

Additional Chargor	Insurer	Details
Each Additional Chargor	Aviva Insurance Limited	Commercial Combined Insurance Policy (Property and Business Interruption) (policy number: 100732123CCI) Directors' and Officers' (policy number: 100733825 MLI) Engineering Policy (Computer) (policy number: 100734044ENG)
Each Additional Chargor	NMU (Specialty) Limited	Terrorism & Sabotage Insurance (policy number: TSP022143230)
		Cargo Insurance (policy number: CG210116037)
Each Additional Chargor	Chubb European Group SE	Commercial Package Insurance Policy (policy number: UKINTD32130)

Schedule 6
Specified Contracts

Additional Chargor	Date of Relevant Contract	Parties	Details of Relevant Contract
Giacom Group Holdings Limited	31 October 2020	<p>(1) Giacom Group Holdings Limited (formerly known as Daisy Bidco Limited) as purchaser</p> <p>(2) The persons and entities listed therein as sellers</p>	Sale and purchase agreement relating to the sale of the entire issued share capital of Project Seattle Topco Limited

SIGNATURES TO THE SECURITY ACCESSION DEED

The Parent

EXECUTED AS A DEED, but not)
delivered until the date first specified above,)
by PANTHER HOLDCO LIMITED)
acting by two directors)

Director

DocuSigned by:
[Redacted Signature]
EAF34CF6738D4FB...
Terry O'Brien

Name

Director

DocuSigned by:
[Redacted Signature]
DD6567B4D2424AA...
Tim Righton

Director Name

The Acceding Chargors


EXECUTED AS A DEED, but not)
delivered until the date first specified above,)
by **GIACOM GROUP HOLDINGS**)
LIMITED)
acting by two directors


Director

Name

Director

Director Name

DocuSigned by:

.....DD6567B4D2424AA.....
Tim Righton
.....

DocuSigned by:

.....EAF34CF6736D4FB.....
Terry O'Brien

EXECUTED AS A DEED, but not)
delivered until the date first specified above,)
by **PROJECT SEATTLE TOPCO**)
LIMITED acting by two directors)

Director

Name

Director

Director Name

DocuSigned by:
[Redacted Signature]

EAF34CF6736D4FB...
.....
Terry O'Brien

DocuSigned by:
[Redacted Signature]

DD6567B4D2424AA...
.....
Tim Righton


EXECUTED AS A DEED, but not)
delivered until the date first specified above,)
by **PROJECT SEATTLE BIDCO**)
LIMITED acting by two directors)


Director

Name

Director

Director Name

DocuSigned by:

DD6567B4D2424AA...
.....
Tim Righton

DocuSigned by:

EAF34CF6736D4FB...
.....
Terry O'Brien

EXECUTED AS A DEED, but not)
delivered until the date first specified above,)
by **GIACOM HOLDINGS LIMITED**)
acting by two directors)

Director


Name

Director

Director Name

DocuSigned by:

EAF34CF6736D4FB...
Terry O'Brien

DocuSigned by:

DD6567B4D2424AA...
Tim Righton


EXECUTED AS A DEED, but not)
delivered until the date first specified above,)
by **GIACOM WORLD NETWORKS**)
LIMITED acting by two directors)


Director

Name

Director

Director Name

DocuSigned by:

DD6567B4D2424AA...
.....
Tim Righton
.....

DocuSigned by:

EAF34CF6736D4FB...
.....
Terry O'Brien


EXECUTED AS A DEED, but not)
delivered until the date first specified above,)
by **DWS GROUP HOLDINGS LIMITED**)
acting by two directors)


Director

Name

Director

Director Name

DocuSigned by:

.....DD6567B4D2424AA.....
Tim Righton
.....

DocuSigned by:

.....EAF34CF6736D4FB.....
Terry O'Brien

EXECUTED AS A DEED, but not)
delivered until the date first specified above,)
by **DIGITAL WHOLESALE**)
SOLUTIONS HOLDINGS LIMITED)
acting by two directors)

Director

Name

Director

Director Name

DocuSigned by:
[Redacted Signature]
EAF34CF6736D4FB...
.....
Terry O'Brien
.....

DocuSigned by:
[Redacted Signature]
DD6567B4D2424AA...
.....
Tim Righton


EXECUTED AS A DEED, but not)
delivered until the date first specified above,)
by **DIGITAL WHOLESALE**)
SOLUTIONS GROUP LIMITED)
acting by two directors)


Director

Name

Director

Director Name

DocuSigned by:

.....DD656784D2424AA.....
Tim Righton

DocuSigned by:

.....EAF34CF6736D4FB.....
Terry O'Brien

EXECUTED AS A DEED, but not)
delivered until the date first specified above,)
by **DIGITAL WHOLESALE**)
SOLUTIONS LIMITED)
acting by two directors

Director


Name

Director

Director Name

DocuSigned by:

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Terry O'Brien

DocuSigned by:

DD6567B4D2424AA...
Tim Righton


EXECUTED AS A DEED, but not)
delivered until the date first specified above,)
by **WORLDWIDE CONNECT LIMITED**)
acting by two directors)

Director

Name

Director

Director Name

DocuSigned by:

.....DD6567B4D2424AA.....
Tim Righton

DocuSigned by:

.....EAF34CF6736D4FB.....
Terry O'Brien

EXECUTED AS A DEED, but not)
delivered until the date first specified above,)
by **DIGITAL WHOLESALE**)
SOLUTIONS WORLDWIDE LIMITED)
acting by two directors)

Director

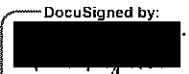
Name

Director

Director Name

DocuSigned by:

CAF34CF8736D91E8.....
Terry O'Brien

DocuSigned by:

DD6567B4D2424AA.....
Tim Righton

EXECUTED AS A DEED, but not)
delivered until the date first specified above,)
by **ANGLIA TELECOM CENTRES**)
LIMITED acting by two directors)

Director

DocuSigned by:
[Redacted Signature]
.....DD6567B4D2424AA.....

Tim Righton

Name

Director

DocuSigned by:
[Redacted Signature]
.....EAF34CF6736D4FB.....

Terry O'Brien

Director Name


EXECUTED AS A DEED, but not)
delivered until the date first specified above,)
by **AKJ GROUP HOLDINGS LIMITED**)
acting by two directors)


Director

Name

Director

Director Name

DocuSigned by:

E3ECBD3113D94B6...
.....
Anthony Molloy
.....

DocuSigned by:

CA74CF80419E48E...
.....
Kevin O'Brien


EXECUTED AS A DEED, but not)
delivered until the date first specified above,)
by **AURORA KENDRICK JAMES**)
GROUP LIMITED acting by two directors)


Director

Name

Director

Director Name

DocuSigned by:

CA74CF80419E48E...
.....
Kevin O'Brien
.....

DocuSigned by:

E3ECBD3113D94B6...
.....
Anthony Molloy


EXECUTED AS A DEED, but not)
delivered until the date first specified above,)
by **AURORA KENDRICK JAMES**)
LIMITED acting by two directors)

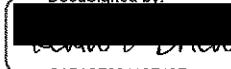
Director

Name

Director

Director Name

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Anthony Molloy
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Kevin O'Brien

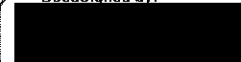
EXECUTED AS A DEED, but not)
delivered until the date first specified above,)
by **UNION STREET TECHNOLOGIES**)
LIMITED acting by two directors)

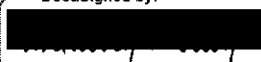
Director

Name

Director

Director Name

DocuSigned by:

CA74CF80419E48E...
Kevin O'Brien

DocuSigned by:

E3ECBD3113D94B6...
Anthony Molloy

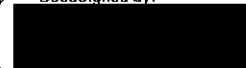
EXECUTED AS A DEED, but not)
delivered until the date first specified above,)
by **SHAFTESBURY SYSTEMS**)
LIMITED acting by two directors)

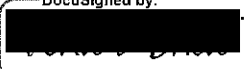
Director

Name

Director

Director Name

DocuSigned by:

E3ECBD3113D94B8.....
Anthony Molloy
.....

DocuSigned by:

CA74CF80419E48E.....
Kevin O'Brien


EXECUTED AS A DEED, but not)
delivered until the date first specified above,)
by **ELDER STUDIOS LTD**)
acting by two directors)


Director

Name

Director

Director Name

DocuSigned by:

CA74CF80419E48E...
Kevin O'Brien

DocuSigned by:

E3ECBD3113D94B6...
Anthony Molloy

The Security Agent

By ARES MANAGEMENT LIMITED

By: John Atherton

)
)
)
)
) Authorised signatory