



## Registration of a Charge

Company Name: **COMMIFY UK LIMITED**

Company Number: **04217280**



XCHVQWYW

Received for filing in Electronic Format on the: **07/12/2023**

### Details of Charge

Date of creation: **05/12/2023**

Charge code: **0421 7280 0016**

Persons entitled: **ARES MANAGEMENT LIMITED (AS SECURITY AGENT AND TRUSTEE FOR THE BENEFICIARIES)**

Brief description: **ALL CURRENT AND FUTURE MATERIAL LAND (EXCEPT FOR ANY RESTRICTED LAND) AND MATERIAL INTELLECTUAL PROPERTY (EXCEPT FOR ANY RESTRICTED IP) AND THE SPECIFIED INTELLECTUAL PROPERTY 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") AND INCLUDING, AMONGST OTHERS, TRADEMARKS NUMBERED UK00003048951 AND 1452999. 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.**

### 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 TRUE COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ALEX WALKER**



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

Company number: 4217280

Charge code: 0421 7280 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th December 2023 and created by COMMIFY UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th December 2023 .

Given at Companies House, Cardiff on 12th December 2023

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**

THIS DEED OF ACCESSION AND CHARGE is made on

5 December 2023

**BETWEEN:**

- (1) The companies as set out in Schedule 4 (each a "**New Chargor**" and together the "**New Chargors**");
- (2) **Commify Iberia S.L.** (registered in Spain with Spanish Tax Identification Number B63816284) (the "**Overseas Chargor**");
- (3) **Hamsard 3712 Limited** (registered in England and Wales under number 14684971) (the "**Parent**"); and
- (4) **Ares Management Limited** (the "**Security Agent**").

**WHEREAS:**

- (A) This Deed is supplemental to a Debenture (the "**Principal Deed**") dated 18 August 2023 between (1) the Chargors listed therein 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.
- (C) The Overseas Chargor has agreed, on the terms contained in this Deed of Accession and Charge, to assign in favour of the Security Agent (acting as security agent and trustee for the Beneficiaries), certain Structural Intra-Group Loans to which it is party 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:

**"Chargor"** means each company named in Schedule 1 (*The Chargors*) of the Principal Deed and (with effect from its accession) each other company which executes a Deed of Accession and Charge and any other company which subsequently adopts the obligations of a Chargor including, for the avoidance of doubt, the Overseas Chargor.

**"Intellectual Property"** means any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may on or after the date of this Deed subsist), whether registered or unregistered.

**"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 any Intellectual Property owned by an Obligor which is material in the context of its business and which is required by it in order to carry on its business as it is being conducted, including the Specified Intellectual Property (if any) and any Intellectual Property specified in any Deed of Accession and Charge.

**"Material Land"** means all Land (other than Restricted Land):

- (a) in the case of a freehold property has a market value exceeding £5,000,000 (or its equivalent in other currencies) at the date of this Deed (or in the case of future acquired property, at the date of acquisition of such property by any New Chargor); or
- (b) in the case of leasehold property, has a leasehold interest with a term of more than 25 years remaining at the date of this Deed (or in the case of future acquired leasehold property, at the date of acquisition of such property by any New Chargor).

**"Restricted IP"** means any Material 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(b) (*Third Party Consents*) of the Principal Deed.

**"Restricted Land"** means any Material Land that is leasehold property held by any New Chargor under a lease which precludes either absolutely or conditionally such 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.

**"Structural Intra-Group Loan"** as the context admits or requires, means:

- (a) each loan by the Parent to the Company;
- (b) any material intercompany receivables owed by any member of the Group to a Chargor (as creditor); and
- (c) the €3,000,000 intra group loan made pursuant to the agreement dated 9 September 2021 made between the Overseas Chargor (as Lender) and Commify Limited (as Borrower) as amended and/or restated, supplemented, varied or extended from time to time.

**"Specified Intellectual Property"** means the Intellectual Property and domain names listed in Schedule 3 (*Specified Intellectual Property*).

## 2. **ACCESSION BY THE NEW CHARGORS AND THE OVERSEAS CHARGOR TO THE PRINCIPAL DEED**

- 2.1 **Accession:** Each New Chargor and the Overseas 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 and the Overseas Chargor (as primary obligor and not merely as surety) covenants with the Security Agent (as trustee for the Beneficiaries) 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 the accession of each New Chargor and the Overseas Chargor.

### 3. **ASSIGNMENTS**

#### 3.1 **Security Assignments:**

- (a) 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):
  - (i) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies;
  - (ii) all its rights, title and interest from time to time in respect of the Hedging Agreements; and
  - (iii) all its rights, title and interest from time to time in respect of any Structural Intra-Group Loans.
- (b) The Overseas 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) all its rights, title and interest from time to time in respect of each loan made by it pursuant to the Structural Intra-Group Loan specified in limb (c) of that definition above.

### 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 Material 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 1 (*Material Land to be Mortgaged*);
- (b) by way of fixed charge:
  - (i) with the exception of any Restricted Land, all other Material Land which is now, or in the future becomes, its property;

- (ii) all Material 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 Material Land, but only with effect from the date on which that consent is obtained;
- (iii) all other interests and rights in or relating to Material Land or in the proceeds of sale of Material Land now or in the future belonging to it;
- (iv) all plant and machinery now or in the future attached to any Material Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 4.1;
- (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 Material 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 Deed of Accession and Charge;
- (xi) all its goodwill and uncalled capital for the time being;
- (xii) all Specified Intellectual Property belonging to it;
- (xiii) with the exception of any Restricted IP, all other Material Intellectual Property presently belonging to it;
- (xiv) with the exception of any Restricted IP, all Material Intellectual Property that may be acquired by or belong to it in the future;
- (xv) with the exception of any Restricted IP, the benefit of all applications and rights to use any Material Intellectual Property of each New Chargor (which may now or in the future subsist);
- (xvi) all Material Intellectual Property 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;

- (xvii) 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;
- (xviii) all trade debts which are material in the context of its business which are now or in the future owing to it;
- (xix) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xx) 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*);
- (xxi) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;
- (xxii) any Bank Accounts; and
- (xxiii) 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 a 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 3.1 (*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 such New Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of, or create any security over 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

Without the prior written consent of the Security Agent, except as specifically permitted by the Facilities Agreement, no New Chargor shall:

- (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 the relevant 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 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 Material 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 Material 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 and the Overseas Chargor, by way of security and to more fully secure the performance of its obligations under the Transaction Security Documents, 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) at any time following the occurrence of a Declared Default which is continuing to:

- (a) do anything which that New Chargor or Overseas 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 the terms of any Transaction Security Document, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document;
- (b) 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 any Transaction Security Document by statute in relation to that Transaction Security Document or the Assets charged, or purported to be charged, by it.

9.2 **Ratification:** Each New Chargor and the Overseas 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 each 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 33 (*Notices*) of the Principal Deed. Each New Chargor's and the Overseas Chargor's address for service is set out in Schedule 2 (*Notice Details*).

## 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 have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or the consequences of its nullity) or any non-contractual obligations arising out of or in connection with this Deed (a "**Dispute**").
- (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.

14. **FINANCE DOCUMENT**

This Deed is a Finance Document.

**THIS DEED OF ACCESSION AND CHARGE** has been executed by each New Chargor and by the Overseas Chargor as a deed and signed by the Parent and 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 Material Land to be mortgaged**

None as at the date of this Deed.

The address for service of the Security Agent in the case of registered land is 10 New Burlington Street, 6th Floor, London, W1S 3BE (Attention: David Ribchester/Nishal Patel)










**Schedule 2****Notice Details**

COMPANY	DETAILS
Commify Topco Limited	Address: 20 Wollaton Street, Nottingham NG1 5FW  Email: [REDACTED]@commify.com  Attention: Anthony Creedy
Falcon Equityco 1 Limited	Address: 20 Wollaton Street, Nottingham NG1 5FW  Email: [REDACTED]@commify.com  Attention: Anthony Creedy
Falcon Equityco 2 Limited	Address: 20 Wollaton Street, Nottingham NG1 5FW  Email: [REDACTED]@commify.com  Attention: Anthony Creedy
Commify Limited	Address: 20 Wollaton Street, Nottingham NG1 5FW  Email: [REDACTED]@commify.com  Attention: Anthony Creedy
Commify UK Limited	Address: 20 Wollaton Street, Nottingham NG1 5FW  Email: [REDACTED]@commify.com  Attention: Anthony Creedy
Commify Iberia S.L.	Address: 20 Wollaton Street, Nottingham NG1 5FW  Email: [REDACTED]@commify.com  Attention: Anthony Creedy

## Schedule 3

## Specified Intellectual Property

Registered Owner	Trademark	Country	Class	Registration No	Registration Date
Commify Limited	VOODOO (Series of 3)	UK	9, 38, 42	UK00003420552	01/11/2019
Commify Limited		UK	9, 38, 42	UK00003429934	13/12/2019
Commify Limited	MEDIABURST	UK	35, 38	UK00002271985	23/11/2001
Commify Limited	MEDIABURST (Series of 5)	UK	9, 35, 38, 42	UK00002622519	07/09/2012
Commify Limited	Spryng	Benelux	36, 38, 42	1018533	18/10/2017
Commify Limited	SPRYNG	EUIPO	36, 38, 42	18650077	14/06/2022
Commify Limited	 SPRYNG	Benelux	38, 42	1432273	25/03/2021
Commify Limited	SPRYNG Payments	Benelux	36, 42	1019696	09/11/2017
Commify Limited	TEXT MARKETER	UK	9 35 38	UK00002573951	04/11/2011
Commify Limited	Voodoo SMS (Series of 3)	UK	9, 38, 42	UK00003430348	13/12/2019

Commify Limited		EUIPO	36, 38, 42	18650081	09/06/2022
Commify Limited	  	UK	9, 37, 38, 42	UK00003399902	11/10/2019
Commify Limited	 	UK	9, 37, 38, 42	UK00003419658	25/10/2019
Commify Limited		UK and EUIPO	9, 37, 38, 42	UK00918104988 18104988	21/02/2020
Commify Limited	 	UK	9, 38, 42	UK00003838039	12/05/2023
Commify Limited	Clockwork (Series of 5)	UK	9, 35, 38, 42	UK00002624454	28/09/2012
Commify Limited	Textburst (Series of 5)	UK	9, 35, 38, 42	UK00002624553	28/09/2012
Commify UK Limited	2smsplus (Series of 2)	UK	38	UK00003048951	26/09/2014
Commify UK Limited	COMMIFY	Australia	9, 38, 42	1452999	06/08/2018
Commify UK Limited	COMMIFY	EUIPO	9, 38, 42	1452999	06/08/2018
Commify UK Limited	COMMIFY	New Zealand	9, 38, 42	1452999	06/08/2018
Commify UK Limited	COMMIFY	W.I.P.O.	9, 38, 42	1452999	06/08/2018
Commify UK Limited	COMMIFY	UK	9, 38, 42	UK00003290647	25/05/2018

Commify UK Limited	COMMIFY	UK	9, 38, 42	UK00801452999	02/08/2019
Commify UK Limited	ESENDEX	UK and EUIPO	9, 38, 42	UK00904103271 4103271	03/02/2006
Commify UK Limited	ESENDEX	USA	9, 38, 42	1331933	09/01/2018
Commify UK Limited	ESENDEX	W.I.P.O.	9, 38, 42	1331933	26/08/2016

**Schedule 4**  
**New Chargors**

NAME	REGISTERED NUMBER
Commify Topco Limited	10315598
Falcon Equityco 1 Limited	10776370
Falcon Equityco 2 Limited	10777330
Commify Limited	10354796
Commify UK Limited	04217280

## Execution pages

## THE NEW CHARGORS

Executed as a  
Deed by **Commify Topco Limited**  
acting by:

)  
)  
)  
) Director

**Paul Burton**

Director

**Richard Hanscott**

Executed as a  
Deed by **Falcon Equityco 1 Limited**  
acting by:

)  
)  
)  
) Director

**Paul Burton**

Director

**Richard Hanscott**

Executed as a  
Deed by **Falcon Equityco 2 Limited**  
acting by:



)  
)  
)  
) Director

**Paul Burton**

Director



**Richard Hanscott**

Executed as a  
Deed by **Commify Limited**  
acting by:

)  
)  
)  
)  
  
Director  
  
Director

**Paul Burton**  
  
**Richard Hanscott**

Executed as a  
Deed by **Commify UK Limited**  
acting by:

)  
)  
)  
)  
  
Director  
  
Director

**Paul Burton**  
  
**Richard Hanscott**

THE OVERSEAS CHARGOR

Executed as a  
Deed by **Commify Iberia S.L.**  
acting by:

)  
)  
)  
)  **Paul Burton**  
Attorney

THE PARENT

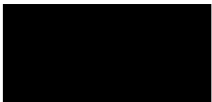
Signed by  
for and on behalf of  
**Hamsard 3712 Limited**

)  
)  
)  
)  **Paul Burton**  
Director

**THE SECURITY AGENT**

Signed by  
for and on behalf of  
**Ares Management Limited**

)  
)  
)  
)



**daniel sinclair**

Authorised Signatory