



**IN THE GRAND COURT OF THE CAYMAN ISLANDS  
FINANCIAL SERVICES DIVISION**

**CAUSE NO: FSD 0001 OF 2024 (JAJ)**

**IN THE MATTER OF THE COMPANIES ACT (2023 REVISION)  
AND IN THE MATTER OF LUMIRADX LTD.**

**WINDING UP PETITION**

**TO THE GRAND COURT**

The humble petition of BPCR Limited Partnership, acting by its general partner BPCR GP Limited, whose registered office is at Link Group, Company Matters Ltd., 6<sup>th</sup> Floor, 65 Gresham Street, London EC2V 7NQ, United Kingdom and BioPharma Credit Investments V (Master) LP, acting by its general partner BioPharma Credit Investments V GP LLC, whose registered office is at Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands (together, the "**Petitioners**") shows that:

**Introduction**

1. LumiraDx Ltd. (the "**Company**") was registered in the Cayman Islands on 24 August 2016 as an exempted limited company with registration number 314391 pursuant to the Companies Act (as revised) (referred to herein, together with amendments and revisions thereto, as the "**Companies Act**"). The registered office of the Company is c/o Ocorian Trust (Cayman) Limited, P.O. Box 1350, Winward 3, Regatta Office Park, Grand Cayman KY1-1108, Cayman Islands.

2. The Company's common shares are listed for trading on NASDAQ (with stock code: LMDX).
3. To the best of the Petitioners' knowledge, the directors of the Company are Donald Berwick, Professor Sir Bruce Keogh, Lurene Joseph, Troyen Brennan and George Neble.
4. The Company's current Amended and Restated Memorandum and Articles of Association were adopted by special resolution dated 28 September 2021 (the "**M&A**"). Pursuant to the M&A, the objects for which the Company was established are unrestricted. The Company and its direct and indirect subsidiaries (together, the "**Group**") provide next-generation point of care diagnostics, bringing lab-comparable performance to the point of care in minutes, on a single instrument with a low cost of ownership.
5. To the best of the Petitioners' knowledge, the Company is a holding company and holds, amongst other things, 326,740 of A ordinary shares of US\$0.001 each in the capital of LumiraDx Group Limited, a company incorporated with limited liability under the laws of England and Wales with company number 09198288 (the "**Parent**") (representing 100% of the issued shares in the capital of the Parent); and the Parent, in turn, holds 1 ordinary share of GBP 1 in the capital of LumiraDx Investment Limited, a company incorporated with limited liability under the laws of England and Wales with company number 10260187 (the "**Borrower**") (representing 100% of the issued shares in the capital of the Borrower).
6. The Petitioners are creditors of the Company and seek the winding up of the Company and the appointment of joint official liquidators to manage its affairs on the ground that the Company is unable to pay its debts.
7. Words used herein, which are not otherwise defined, have the meaning given to them in the Loan Agreement (defined at paragraph 8 below).

## The relevant Finance Documents

### *The Loan Agreement*

8. The debt which is the subject of this petition ("**Petition**") arises under a senior secured term loan agreement dated 23 March 2021 (as amended pursuant to the First Amendment to the Loan Agreement dated 28 March 2022, the Second Amendment to the Loan Agreement dated 17 June 2022, the Third Amendment to the Loan Agreement dated 18 July 2022, the Fourth Amendment and Waiver to the Loan Agreement dated 22 February 2023, the Fifth Amendment to the Loan Agreement dated 1 March 2023, the Sixth Amendment to the Loan Agreement dated 7 June 2023, the Seventh Amendment to the Loan Agreement dated 30 June 2023, the Eighth Amendment to the Loan Agreement dated 17 July 2023, the Ninth Amendment and Waiver to the Loan Agreement dated 20 July 2023, the Tenth Amendment to the Loan Agreement dated 28 August 2023, the Eleventh Amendment to the Loan Agreement dated 18 September 2023, the Twelfth Amendment to the Loan Agreement dated 25 September 2023, the Thirteenth Amendment to the Loan Agreement dated 11 October 2023, the Fourteenth Amendment to the Loan Agreement dated 23 October 2023, the Fifteenth Amendment to the Loan Agreement dated 31 October 2023, the Sixteenth Amendment to the Loan Agreement dated 20 November 2023 and the Seventeenth Amendment to the Loan Agreement dated 8 December 2023 (the "**Seventeenth Amendment**")) (the "**Loan Agreement**"), entered into between, amongst others, the Borrower (as Borrower), the Parent, the Company (as the Issuer) (the Borrower, the Parent and the Company, together with the other Guarantors party thereto, as Credit Parties), BioPharma Credit PLC (as Collateral Agent) and the Petitioners (as Lenders). Pursuant to Section 10 (*Choice of Law, Venue, and Jury Trial Waiver*), the Loan Agreement is governed by the laws of the state of New York.

9. The Loan Agreement provides, *inter alia*, that:
- (a) pursuant to Section 2.2(a) (*Availability*), the Petitioners agreed to make a series of term loans to the Borrower in the total principal amount of US\$361,822,253.00 (together, the "**Term Loans**");
  - (b) pursuant to Section 2.2(b) (*Repayment*), the Borrower is obliged to repay the Term Loans, including all unpaid principal thereunder, all accrued and unpaid interest, all due and unpaid Lender Expenses and any and all other amounts outstanding under the Loan Documents, on the Term Loan Maturity Date (being the third anniversary of the Tranche A Closing Date, that is, 29 March 2024);
  - (c) pursuant to Section 2.3 (*Payment of Interest on the Term Loans*):
    - (i) interest accrues and is payable in accordance with the terms of the Term Loan Notes (see Section 2.3(a) (*Interest Rate*));
    - (ii) default interest is payable in the event that the Borrower fails to pay any of the Obligations when due during the continuance of an Event of Default, at a rate per annum which is three percentage points (3.00%) above the rate which is otherwise applicable thereto (as set out in the relevant Term Loan Note) from the date of such Event of Default to the date on which such Event of Default is no longer continuing, and such interest shall be payable on demand by any Petitioner or the Collateral Agent (see Section 2.3(b) (*Default Rate*));
  - (d) pursuant to Section 7.5(f) (*Insolvency*), the taking of any corporate action, legal proceeding or other procedure or step in relation to, amongst other things, administration of or the appointment of an administrator in respect of any Credit Party incorporated, organized or formed in any jurisdiction

other than the United States (which, relevantly, includes the Parent) constitutes an Event of Default;

- (e) pursuant to Section 8.1 (*Rights and Remedies*), if an Event of Default has occurred and is continuing, the Collateral Agent may, or at the request of the Required Lenders, will:
  - (i) by notice to the Borrower, in such capacity and in its capacity as agent, attorney-in-fact and legal representative of each of the other Credit Parties, declare all Obligations immediately due and payable, whereupon all Obligations for principal, interest, premium or otherwise shall become due and payable by the Borrower, without presentment for payment, demand, notice of protest or other demand or notice of any kind, which are all expressly waived by the Credit Parties (see Section 8.1(a)); and
  - (ii) without notice or demand, exercise all other rights and remedies available to the Collateral Agent or any Lender under the Collateral Documents or any other Loan Documents (including the US Guaranty and Security Agreement) or at law or equity (see Section 8.1(i)); and
- (f) pursuant to Section 9 (*Notices*), all notices, consents, requests, approvals, demands and other communications by any party to the Loan Agreement or any other Loan Document must be in writing and shall be deemed to have been validly served, given or delivered, *inter alia*: (a) upon the earlier of actual receipt and three (3) Business Days after deposit in the US mail, first class, registered or certified mail return receipt requested, with proper postage prepaid; (b) one (1) Business Day after deposit with a reputable overnight courier with all charges pre-paid; (c) when delivered, if hand-delivered by messenger; or (d) if sent by electronic mail, when received in readable form, all of which must be addressed to the party to be notified

and sent to the relevant addresses set out in Section 9 (*Notices*) of the Loan Agreement. Relevantly, the Loan Agreement provides for any written notice to be sent to the Borrower or any other Credit Party (including the Company) as follows: LumiraDx Investment Limited, 3 More Riverside, London SE1 2AQ, United Kingdom, addressed for the attention of Veronique Ameye, and email: Veronique.ameye@lumiradx.com and dorian.leblanc@lumiradx.com.

*Collateral Documents / Loan Documents*

10. The Obligations of the Borrower (that is, the obligation to pay when due any and all debts, principal, interest, Lender Expenses, the Additional Consideration, the Makewhole Amount, the Prepayment Premium and any other fees, expenses, indemnities and amounts any Credit Party owes any Lender or the Collateral Agent under the Loan Agreement or any other Loan Document, including interest accruing after Insolvency Proceedings begin) are guaranteed and/or secured by, including (but not limited to), the following:
  - (a) a guaranty and security agreement dated 29 March 2021 entered into between, amongst others, the Borrower, the Parent, the Company (as Guarantor) and the Collateral Agent, governed by the laws of the state of New York (the “**US Guaranty and Security Agreement**”); and
  - (b) a debenture dated 29 March 2021 entered into between, amongst others, the Company (as Chargor) and the Collateral Agent, governed the laws of the Cayman Islands (the “**Cayman Debenture**”).
11. Relevantly, pursuant to Section 2.1 (*Guaranty*) of the US Guaranty and Security Agreement, amongst other things, the Company as Guarantor “*jointly and severally with each other Guarantor, absolutely, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, the full and punctual payment when due, whether at stated maturity or earlier, by reason of acceleration,*

*mandatory prepayment or otherwise in accordance with any Loan Document, of all the Obligations of Borrower .... (the “Guaranteed Obligations”)*. Notwithstanding the Seventeenth Amendment, as a matter of New York law, the terms and conditions of the US Guaranty and Security Agreement remain in full force.

### **Waiver of Financial Covenant Testing**

12. Pursuant to the Seventeenth Amendment, the Petitioners (as Lenders) agreed, amongst other things, to waive certain requirements for testing:
  - (a) the consolidated Liquidity of the Company (as Issuer) and its Subsidiaries for the purposes of complying with the minimum Liquidity negative covenant set out in Section 6.15 (*Minimum Liquidity*) of the Loan Agreement; and
  - (b) the trailing twelve-month Net Sales of the Company (as Issuer) and its Subsidiaries for the purposes of complying with the minimum Net Sales negative covenant set out in Section 6.16 (*Minimum Net Sales*) of the Loan Agreement,for the Waiver Period (as defined therein and below).
13. The Petitioners’ agreement to waive financial covenant testing under the Loan Agreement pursuant to the Seventeenth Amendment did not operate to waive any other Defaults or Events of Default which occurred and/or continued during the Waiver Period.
14. The “Waiver Period” is defined in the Seventeenth Amendment as the period beginning on the Ninth Amendment Effective Date (being 20 July 2023) and ending on 28 December 2023. Therefore, the Waiver Period terminated on 28 December 2023.

**Event of Default under the Loan Agreement**

15. On 29 December 2023, the director of each of the Parent and LumiraDX International Ltd, a limited liability company incorporated under the laws of England and Wales with company number 09124383 (“**LDx International**”) (both being Credit Parties under the Loan Agreement) filed in the High Court of Justice in England notices for the appointment of administrators (“**Administrators**”) to each of the Parent and LDx International and, upon endorsement of the notices by the High Court of Justice in England, administrators were appointed to the Parent and LDx International at 2.39pm (GMT) on 29 December 2023 (the “**Administration Event of Default**”). This constituted an Event of Default under Section 7.5(f) (*Insolvency*) of the Loan Agreement.

*Acceleration Notice*

16. Accordingly, on 29 December 2023, the Petitioners (as Lenders) and the Collateral Agent delivered a written notice to the Borrower (in its capacity as Borrower under the Loan Agreement and in its capacity as agent, attorney-in-fact and legal representative of each of the other Credit Parties (including, without limitation, the Company)) pursuant to Section 8.1(a) (*Rights and Remedies*) of the Loan Agreement declaring all Obligations to be immediately due and payable as a result of the occurrence of the Administration Event of Default which was and is continuing, and demanded the immediate payment of US\$378,814,847.10 (the “**Acceleration Notice**”).
17. The Acceleration Notice was delivered to the Borrower via electronic mail to veronique.ameye@lumiradx.com and dorian.leblanc@lumiradx.com and was deemed to be delivered when received in readable form on 29 December 2023, in each case in accordance with Section 9 (*Notices*) of the Loan Agreement.
18. By the Acceleration Notice, the maturity of the Term Loans was accelerated and all Obligations became immediately due and payable by the Borrower pursuant to

Section 8.1(a) (*Rights and Remedies*) of the Loan Agreement. As noted above, "Obligations" includes all debts, principal, interest, Lender Expenses, the Additional Consideration, the Makewhole Amount and the Prepayment Premium. Relevantly:

- (a) "Lender Expenses" is defined under Section 13.1 (*Definitions*) of the Loan Agreement and includes, amongst other things, "*all reasonable and documented out-of-pocket costs and expenses incurred by the Collateral Agent and each Lender ... (including the reasonable and documented out-of-pocket fees, expenses and disbursements of any legal counsel therefor for all such Persons taken as a whole) in connection with ... (ii) the enforcement or preservation of any right or remedy under any Loan Document, any Obligation, with respect to any of the Collateral or any other related right or remedy, or (iii) the commencement ... or the taking of any other action with respect to ... any proceeding (including any Insolvency Proceeding) related to any Credit Party ... in respect of any Loan Document or Obligation...*"; and
  - (b) the "Prepayment Premium" is defined under Section 2.2(f) (*Prepayment Premium*) of the Loan Agreement, in respect of any prepayment of the Term Loans in accordance with the Term Loan Notes by the Borrower: (i) pursuant to Section 2.2(c)(i) or Section 2.2(c)(ii) of the Loan Agreement; or (ii) as a result of the acceleration of the maturity of the Term Loans pursuant to Section 8.1(a) of the Loan Agreement, as an amount equal to the product of the amount of any principal of the Term Loan Notes so prepaid, multiplied by 0.01 (the "**Prepayment Premium**").
19. As at the date of the Acceleration Notice, the Term Loan Notes described below at paragraphs 21(a) to (h) had been executed by the Borrower and issued to each of the Lenders. Under each of the Amended and Restated Secured Term Loan Notes described below at paragraphs 21(a) and (i), interest is payable on the

applicable outstanding principal amount in respect of each Interest Period at a per annum rate equal to the Applicable Margin plus (solely with effect from 7 June 2023) Term SOFR for the Interest Period therefor. Under each of the other Term Loan Notes, interest is payable on the applicable outstanding principal amount in respect of each Interest Period at a per annum rate equal to the Applicable Margin plus Term SOFR for the Interest Period therefor. The issued Term Loan Notes are as follows:

- (a) Amended and Restated Secured Term Loan Note for the value of US\$150,000,000.00, dated 7 June 2023 and issued to BioPharma Credit Investments V (Master) LP;
- (b) Secured Tranche B Term Loan Note for the value of US\$7,500,000.00, dated 21 July 2023 and issued to BioPharma Credit Investments V (Master) LP;
- (c) Secured Tranche C Term Loan Note for the value of US\$8,000,000.00, dated 29 August 2023 and issued to BioPharma Credit Investments V (Master) LP;
- (d) Secured Tranche D Term Loan Note for the value of US\$1,500,000.00, dated 27 September 2023 and issued to BioPharma Credit Investments V (Master) LP;
- (e) Secured PIK Note for the value of US\$5,911,126.50, dated 29 September 2023 and issued to BioPharma Credit Investments V (Master) LP;
- (f) Secured Tranche E Term Loan Note for the value of US\$2,500,000.00, dated 2 October 2023 and issued to BioPharma Credit Investments V (Master) LP;

- (g) Secured Tranche F Term Loan Note for the value of US\$3,500,000.00, dated 10 October 2023 and issued to BioPharma Credit Investments V (Master) LP;
- (h) Secured Tranche G Term Loan Note for the value of US\$2,000,000.00, dated 9 November 2023 and issued to BioPharma Credit Investments V (Master) LP;
- (i) Amended and Restated Secured Term Loan Note for the value of US\$150,000,000.00, dated 7 June 2023 and issued to BPCR Limited Partnership;
- (j) Secured Tranche B Term Loan Note for the value of US\$7,500,000.00, dated 21 July 2023 and issued to BPCR Limited Partnership;
- (k) Secured Tranche C Term Loan Note for the value of US\$8,000,000.00, dated 29 August 2023 and issued to BPCR Limited Partnership;
- (l) Secured Tranche D Term Loan Note for the value of US\$1,500,000.00, dated 27 September 2023 and issued to BPCR Limited Partnership;
- (m) Secured PIK Note for the value of US\$5,911,126.50, dated 29 September 2023 and issued to BPCR Limited Partnership;
- (n) Secured Tranche E Term Loan Note for the value of US\$2,500,000.00, dated 2 October 2023 and issued to BPCR Limited Partnership;
- (o) Secured Tranche F Term Loan Note for the value of US\$3,500,000.00, dated 10 October 2023 and issued to BPCR Limited Partnership; and
- (p) Secured Tranche G Term Loan Note for the value of US\$2,000,000.00, dated 9 November 2023 and issued to BPCR Limited Partnership.

20. As at the date of the Acceleration Notice (and as specified in the Acceleration Notice), the total amount of US\$378,814,847.10 was outstanding, due and payable by the Borrower to the Petitioners (as Lenders) (the "**Borrower Debt**"), as follows:

<b>Borrower Debt</b>	<b>Amount (in US\$)</b>
Principal of Term Loans (in aggregate)	361,822,253.00
Interest (excluding Default Interest)	12,039,226.00
Prepayment Premium	3,618,222.54
Lender Expenses	1,335,145.56

*Borrower Confirmation of Non-Payment*

21. Later that day, on 29 December 2023, the Petitioners (as Lenders) and the Collateral Agent received a letter from the Borrower in response to the Acceleration Notice confirming that the Borrower is unable to pay the Borrower Debt (the "**Borrower Confirmation of Non-Payment**").
22. The Borrower's failure to pay the Borrower Debt on the date of acceleration constituted an Event of Default pursuant to Section 7.1 (*Payment Default*) of the Loan Agreement.

*Guarantee Demand*

23. As a consequence of the Borrower's failure to pay the Borrower Debt on the date of acceleration, pursuant to Section 2.1 (*Guaranty*) of the US Guaranty and Security Agreement and Section 2.3(d) (*Payments*) of the Loan Agreement, all Obligations were then immediately due and payable by the Company (as Guarantor) to the Petitioners (as Lenders).

24. Accordingly, on 29 December 2023, after receipt of the Borrower Confirmation of Non-Payment, the Petitioners (as Lenders) and the Collateral Agent delivered a written demand to the Company (as Guarantor) requesting the payment of all Obligations of the Borrower (being the Borrower Debt) by the Company in full pursuant to pursuant to Section 2.1 (*Guaranty*) of the US Guaranty and Security Agreement (the "**Guarantee Demand**").
25. The Guarantee Demand was delivered to the Company (as Guarantor) via electronic mail to veronique.ameye@lumiradx.com and dorian.leblanc@lumiradx.com and was deemed to be delivered when received in readable form on 29 December 2023, in each case in accordance with Section 9 (*Notices*) of the Loan Agreement (which applies pursuant to Section 8.7 (*Notices*) of the US Guaranty and Security Agreement).

#### *Guarantor Confirmation of Non-Payment*

26. Later that day, on 29 December 2023, the Petitioners (as Lenders) and the Collateral Agent received a letter from the Company (as Guarantor) in response to the Guarantee Demand confirming that the Company is unable to pay the Obligations (being the Borrower Debt) (the "**Guarantor Confirmation of Non-Payment**").

#### **The Debt**

27. As at the date of this Petition, neither the Borrower nor the Company has made any payment to the Petitioners in respect of the Obligations. As at the date of this Petition, the total amount of US\$378,814,847.10 remains outstanding, due and payable by the Company to the Petitioners (the "**Debt**"), as follows:

Borrower Debt	Amount (in US\$)
Principal of Term Loans (in aggregate)	361,822,253.00
Interest (excluding Default Interest)	12,039,226.00
Prepayment Premium	3,618,222.54
Lender Expenses	1,335,145.56

### Insolvency of the Company

28. As at the date of this Petition, the Company has not paid or satisfied the Debt, which remains outstanding, due and payable, nor has it made any satisfactory offer (or any offer) or presented any satisfactory proposal (or any proposal) to secure the same. The Company has confirmed that it is unable to pay the Debt (in whole or in part) pursuant to the Guarantor Confirmation of Non-Payment.
29. The Petitioners acknowledge that the Administrators have entered into a definitive agreement with Roche Diagnostics Limited (“**Roche**”) providing for Roche’s acquisition of certain of the Group’s companies and certain related assets (the “**Transaction**”) for the sum of US\$295 million, subject to certain price adjustments, the majority of which will be applied in part-payment of the Obligations upon Completion (if the conditions to the sale are satisfied). The completion of the Transaction is subject to certain conditions, including antitrust and foreign direct investment approvals, and is currently expected to close by mid-2024. The amount of the Obligations will, in any event, materially exceed any amount recovered by the Petitioners from the Transaction.

**Relief sought**

30. In the premises:
- (a) the Petitioners are creditors of the Company and have standing to present this petition under Section 94(1)(b) of the Companies Act; and
  - (b) the Company is unable to pay its debts pursuant to Section 92(d) of the Companies Act and is therefore insolvent and should be wound up.

**Nomination of Joint Official Liquidators**

31. The Petitioners nominate Margot MacInnis and Sandipan Bhowmik of Grant Thornton Specialist Services (Cayman) Limited, 2nd Floor, Century Yard, Cricket Square, Grand Cayman KY1-1102, Cayman Islands, to act as joint official liquidators of the Company.

**YOUR PETITIONERS THEREFORE HUMBLY PRAY:**

32. That the Company be wound up in accordance with section 92(d) of the Companies Act.
33. Margot MacInnis and Sandipan Bhowmik of Grant Thornton Specialist Services (Cayman) Limited, 2nd Floor, Century Yard, Cricket Square, Grand Cayman KY1-1102 Cayman Islands, be appointed as joint official liquidators of the Company (the "**JOLs**").
34. The JOLs shall not be required to give security for their appointment.
35. The JOLs shall have the power to act jointly and severally in their capacity as liquidators of the Company.
36. The JOLs shall be authorised to take any such action as may be necessary or desirable to obtain recognition of the JOLs and / or their appointment and / or

powers in any other relevant jurisdiction and to make applications to the courts of such jurisdictions for that purpose.

37. In addition to the powers set out in Part II of the Third Schedule to the Companies Act, the JOLs be authorised to exercise the powers set out in paragraphs 10 and 11 of Part I of the Third Schedule to the Companies Act pursuant to Section 110(2) of the Companies Act without requiring further sanction of the Court.
38. The JOLs be at liberty to appoint such counsel, attorneys, professional advisors whether in the Cayman Islands or elsewhere, as they may consider necessary to advise and assist them in the performance of their duties in accordance with Order 25 of the Companies Winding Up Rules (2023 Consolidation).
39. No disposition of the property of the Company by or with the authority of the JOLs in carrying out their duties and functions and the exercise of their power under any Order granted pursuant to this petition shall be voided by virtue of Section 99 of the Companies Act.
40. Subject to Section 109(2) of the Companies Act and the Insolvency Practitioners' Regulations (2023 Consolidation), the JOLs be authorised to render and pay invoices out of the assets of the Company for their own remuneration.
41. The JOLs be at liberty to meet all disbursements reasonably incurred in connection with the performance of their duties and, for the avoidance of doubt, all such payments shall be made as and when they fall due out of the assets of the Company as an expense of the liquidation.
42. The Petitioner's costs of and incidental to the Petition shall be paid forthwith out of the assets of the Company as an expense of the liquidation, such costs to be taxed on the indemnity basis if not agreed with the JOLs.
43. The JOLs be at liberty to apply generally.

44. Such further or other relief as this Honourable Court deems appropriate.

AND your Petitioners will every pray etc.

**DATED** this 2<sup>nd</sup> day of January 2024

*Walkers*

---

**WALKERS**  
Attorneys at Law for the Petitioners

**NOTE:** This Petition is intended to be served on the Company at its registered office.

This **PETITION** is presented by Walkers, Attorneys at Law, 190 Elgin Avenue, George Town, Grand Cayman, KY1-9001, for the Petitioners whose address for service is care of its Attorneys at Law.

**NOTICE OF HEARING**

TAKE NOTICE THAT the hearing of this Petition will take place at the Law Courts, George Town, Grand Cayman on 1st February 2024 at 10:00 am.

Any correspondence or communication with the Court relating to the hearing of this Petition should be addressed to the Registrar of Financial Services Division of the Grand Court at PO Box 495, Grand Cayman, KY1-1106, telephone no. +1 345 949 4296.