



**Registration of a Charge**

Company name: **NORTHGATE INFORMATION SOLUTIONS UK LIMITED**

Company number: **00968498**



X4619F9K

Received for Electronic Filing: **24/04/2015**

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**Details of Charge**

Date of creation: **17/04/2015**

Charge code: **0096 8498 0054**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED**

Brief description: **THE CHARGING COMPANY CHARGES BY WAY OF FIRST LEGAL MORTGAGE ITS LEASEHOLD PROPERTY AT BRACKNELL NORTHGATE HOUSE, MARKET STREET, BRACKNELL, BERKSHIRE, RG12 1QD, ALONG WITH THE REAL ESTATE LISTED IN SCHEDULE 1 (REAL ESTATE). FOR FURTHER DETAIL, SEE CLAUSE 2.4(A) OF THE CHARGE. THE CHARGING COMPANY CHARGES BY WAY OF FIRST FIXED CHARGE ALL ITS RIGHTS, TITLE AND INTEREST PRESENT AND FUTURE IN AND TO INTELLECTUAL PROPERTY AND ALL RELATED RIGHTS. FOR FURTHER DETAIL, SEE CLAUSE 2.4(D) OF THE CHARGE.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

## 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: **SHEARMAN & STERLING (LONDON) LLP**



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

Company number: 968498

Charge code: 0096 8498 0054

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th April 2015 and created by NORTHGATE INFORMATION SOLUTIONS UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th April 2015 .

Given at Companies House, Cardiff on 27th April 2015

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 made on 17 April 2015.

**BETWEEN:**

- (1) Northgate Information Solutions UK Limited, a company incorporated in England and Wales with registered number 00968498 (the "New Chargor");
- (2) Argon NPS Limited (the "Company"); and
- (3) Wilmington Trust (London) Limited, as security trustee for itself and the other Secured Parties (the "Security Agent").

**RECITAL:**

This deed is supplemental to a debenture dated 19 January 2015 between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "Debenture").

NOW THIS DEED WITNESSES as follows:

**1. INTERPRETATION**

**1.1 Definitions**

Unless otherwise expressly defined herein or the context otherwise requires, terms defined in the Debenture shall have the same meaning when used in this deed.

**1.2 Construction**

Clauses 1.2 (*Intercreditor Agreement*) to 1.7 (*Third party rights*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

The terms of clause 4 (*Negative pledge and disposals*) of the Debenture are incorporated herein and shall be deemed to form part of this deed for the purposes of section 859D(2)(c) of the Companies Act 2006.

**2. ACCESSION OF NEW CHARGOR**

**2.1 Accession**

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

**2.2 Covenant to pay**

The New Chargor shall pay or discharge to the Security Agent the Secured Obligations in the manner provided for in the Secured Debt Documents, provided that neither such covenant nor the Security created by the Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or Security to be unlawful or prohibited by any applicable law.

**2.3 Creation of Charges**

All Charges and assignments under this deed are:

- (a) made in favour of the Security Agent (for the benefit of itself and the other Secured Parties);
- (b) made with full title guarantee (other than as permitted under clause 27.11 (*Negative pledge*) of the Senior Facilities Agreement) provided that the covenants implied by Sections 4 (other than Section 4.1(a) and Section 4.2 (only in respect to the reference to Section 4.1(a))) and 5 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not apply in respect to such assets; and
- (c) Security for the payment and discharge of all Secured Obligations.

All Charged Assets are excluded from the Charges created pursuant to Clause 2.4 (*Fixed Charges*) to the extent specifically assigned pursuant to Clause 2.5 (*Assignment by way of Security*).

## 2.4 Fixed Charges

The New Chargor charges:

- (a) **Real Property:**
  - (i) by way of first legal mortgage all Real Property in England or Wales now belonging to it (including any property specified in Schedule 1 (*Real Property*) hereto); and
  - (ii) by way of first fixed charge all its rights, title and interest, present and future, in and to Real Property not mortgaged pursuant to paragraph (i) above;
- (b) **Investments:**
  - (i) by way of first fixed charge all its rights, title and interest in and to all Investments now belonging to it (including any Investments specified in Schedule 2 (*Investments*) hereto); and
  - (ii) by way of first fixed charge all its rights, title and interest in and to all Investments belonging to it (present and future) not referred to in paragraph (i) above;
- (c) **Monetary Claims:** by way of first fixed charge all its rights, title and interest, present and future, in and to all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture or this deed;
- (d) **Intellectual Property:** by way of first fixed charge all its rights, title and interest, present and future, in and to Intellectual Property and all Related Rights;
- (e) **Bank Accounts:** by way of first fixed charge all its rights, title and interest, present and future, in and to the Bank Accounts (including any Bank Accounts specified in Schedule 3 (*Bank Accounts*) hereto);
- (f) **Insurance Policies:** by way of first fixed charge all its rights, title and interest, present and future, in and to the Insurance Policies and all Related Rights;
- (g) **Personal Chattels:** by way of first fixed charge all its rights, title and interest, present and future, in and to the Personal Chattels; and
- (h) **Goodwill and uncalled capital and pension fund:** by way of first fixed charge all its rights, title and interest, present and future, in and to:
  - (i) all its uncalled capital;

- (ii) all its goodwill; and
- (iii) any pension fund (to the extent such Security does not breach the terms of such fund).

## **2.5 Assignment by way of Security**

- (a) The New Chargor hereby assigns and agrees to assign absolutely (subject to the right to reassignment on redemption pursuant to clause 22.8 (*Final redemption*) of the Debenture) all its present and future rights, title, interest and benefit in and to the Assigned Contracts, including all moneys payable to it, and any claims, awards and judgments in favour of it, under or in connection with the Assigned Contracts.
- (b) Until the occurrence of an Enforcement Event, each New Chargor shall be entitled to exercise all its rights in the Assigned Contracts, subject to the other provisions of this Deed.

## **2.6 Floating Charge**

The New Chargor charges by way of first floating Charge its present and future undertaking and all its assets other than any asset effectively mortgaged, charged or assigned under Clause 2.4 (*Fixed Charges*) or Clause 2.5 (*Assignment by way of Security*).

## **2.7 Excluded Assets**

The charging clauses in Clause 2.4 (*Fixed Charges*) to 2.6 (*Floating Charge*) above are subject to Clauses 3.8 (*Excluded Assets*), 6.1 (*Leases restricting charging*), 6.2(c) (*Acquisition of Real Property*) and 10.1 (*Licence Agreements restricting charging, etc.*) of the Debenture.

## **3. CONSENT OF EXISTING CHARGORS**

The Company, for itself and as agent for each of the other Chargors under the Debenture, agrees to the terms of this deed and agrees that its execution will in no way prejudice or affect the Security granted by each of them under (and covenants and undertakings given by each of them in) the Debenture.

## **4. CONSTRUCTION OF DEBENTURE**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this Deed" will be deemed to include this deed.

## **5. NOTICES**

The New Chargor confirms that its address details for notices in relation to clause 23 (*Communications*) of the Debenture are as follows:

Address: Queens Court, Wilmslow Road, Alderley Edge, Cheshire, SK9 7RR

Fax: 01625 587211

Email: [steve.ewell@northgate-is.com](mailto:steve.ewell@northgate-is.com)

Attention: Steve Ewell (Treasurer)

## **6. COUNTERPARTS**

This deed may be executed in any number of counterparts and this has the same effect as if the signature on the counterparts were on a single copy of this deed.

**7. GOVERNING LAW AND JURISDICTION**

7.1 This deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

7.2 Subject to Clause 7.4 below, the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or any non-contractual obligation arising out of or in connection with this deed) or the consequences of its nullity (a "**Dispute**").

7.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle any Disputes between them and accordingly no party shall argue to the contrary.

7.4 This Clause is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking:

- (a) proceedings relating to a Dispute in any other courts with jurisdiction; and
- (b) to the extent allowed by law, concurrent proceedings in any number of jurisdictions.

**IN WITNESS** whereof this deed has been duly executed and delivered on the date first written above.

**SCHEDULE 1  
REAL PROPERTY**

<b>Property</b>	<b>Address</b>	<b>Lease Expiry Date</b>
Bracknell Northgate House	Northgate House, Market Street, Bracknell, Berkshire, RG12 1QD	22 March 2016
Bury St Edmunds, Ross House First Floor	First Floor, Ross House, Kempson Way, Bury St Edmunds, Suffolk, IP32 7AR	24 December 2016
Nottingham, Sandiacre – 25	Unit 2, Interchange 25, Bostocks Lane, Sandiacre, Nottingham, NG10 5QG	10 June 2015
Wokingham Borough Council	1st Floor Offices, Waterford House, Erfstadt Court, Wokingham, Berkshire, RG40 2YF	11 December 2015
Worcester	Northgate MVM House, Hindlip Lane, Hindlip, Worcester, WR3 8SB	24 May 2015
Wrexham - Redwither Tower	Office 3D, Redwither Business Park, First Avenue, Wrexham Ind Estate, Wrexham, LL13 9XR	-

## SCHEDULE 2 INVESTMENTS

<u>Chargor</u>	<u>Shares held in</u>
Northgate Information Solutions UK Limited	Techsas Limited
Northgate Information Solutions UK Limited	C.I.M. Systems Limited
Northgate Information Solutions UK Limited	Northgate CSG Limited
Northgate Information Solutions UK Limited	PBSD Limited
Northgate Information Solutions UK Limited	Blue 8 Technologies Ltd
Northgate Information Solutions UK Limited	Kendric Ash Limited
Northgate Information Solutions UK Limited	Northgate Public Services Pty Limited (Australia)
Northgate Information Solutions UK Limited	Northgate Information Solutions Canada Limited
Northgate Information Solutions UK Limited	SX3 Ltd (Northern Ireland)
Northgate Information Solutions UK Limited	Northgate Public Sector Holdings Limited
Northgate Information Solutions UK Limited	MVM Holdings Ltd
Northgate Information Solutions UK Limited	Northgate PS Limited
Northgate Information Solutions UK Limited	Microcentre Ltd
Northgate Information Solutions UK Limited	XBS Ltd
Northgate Information Solutions UK Limited	SX3 Ltd (Republic of Ireland)
Northgate Information Solutions UK Limited	First Software UK Ltd
Northgate Information Solutions UK Limited	SX3 Ltd (Hong Kong)
Northgate Information Solutions UK Limited	McDonnell Limited

**SCHEDULE 3  
BANK ACCOUNTS**

<b>Account Name</b>	<b>Bank</b>	<b>Bank Account Number and Sort Code</b>
Northgate Information Solutions UK Limited Deposit Account	Barclays Bank PLC	Account Number: [REDACTED] Sort Code: [REDACTED]
Northgate Information Solutions UK Limited No 1	Barclays Bank PLC	Account Number: [REDACTED] Sort Code: [REDACTED]
Northgate Information Solutions UK Limited No 3	Barclays Bank PLC	Account Number: [REDACTED] Sort Code: [REDACTED]
Northgate Information Solutions UK Limited No 2	Barclays Bank PLC	Account Number: [REDACTED] Sort Code: [REDACTED]
Northgate Information Solutions UK Limited Treasury No 4	Barclays Bank PLC	Account Number: [REDACTED] Sort Code: [REDACTED]
Northgate Information Solutions UK Limited BBMS Account	Barclays Bank PLC	Account Number: [REDACTED] Sort Code: [REDACTED]
Northgate Information Solutions UK Limited	Barclays Bank PLC	Account Number: [REDACTED] Sort Code: [REDACTED]
Northgate Information Solutions UK Limited	Barclays Bank PLC	Account Number: [REDACTED] Sort Code: [REDACTED]
Northgate Information Solutions UK Limited	Barclays Bank PLC	Account Number: [REDACTED] Sort Code: [REDACTED]
Northgate Information Solutions UK Limited	Barclays Bank PLC	Account Number: [REDACTED] Sort Code: [REDACTED]
Northgate Information Solutions UK Limited DFT HGV Levy	Barclays Bank PLC	Account Number: [REDACTED] Sort Code: [REDACTED]
Northgate Information Solutions UK Limited	Royal Bank of Scotland	Account Number: [REDACTED] Sort Code: [REDACTED]
Northgate Information Solutions UK Limited	HSBC	Account Number: [REDACTED]

		Sort Code: [REDACTED]
Northgate Information Solutions UK Limited	HSBC	Account Number: [REDACTED] Sort Code: [REDACTED]

Northgate Information Solutions UK Limited

**EXECUTED AS A DEED**

By: Northgate Information Solutions UK  
Limited



Director

Name of Director

ANDREW COLL

in the presence of



Signature of witness

Name of witness

JANICE COLLINS

Address of witness

N.P.S.

PEOPLE BUILDING 2

MAYLANDS AVE. HEMEL HEMPSTEAD

HERTS. HP2 4NU

Occupation of witness

P.A. TO ANDREW COLL

**The Company**

**EXECUTED AS A DEED**

By: Argon NPS Limited



Director

Name of Director

ANDREW COLLINS

Address: Argon NPS Limited

Warwick Court

Paternoster Square

London EC4M 7AG

Fax: +44 (0)207 667 3734

E-Mail: [christopher.anderson@cinven.com](mailto:christopher.anderson@cinven.com)

Attention: Christopher Anderson

in the presence of



Signature of witness

Name of witness

Address of witness

JANICE COLLINS  
N.P.S. PEOPLE BUILDING 2  
MAYLANDS AVENUE

HEMEL HEMPSTEAD HERTS. 1

HP2 4NL

Occupation of witness

P.A. to Andrew Coll

**The Security Agent**

**By: Wilmington Trust (London) Limited**



**Paul Barton**  
**Director**

**Authorised Signatory**

**Name of Authorised Signatory**

**Address:** Third Floor,  
1 King's Arms Yard,  
London EC2R 7AF  
**Fax:** +44(0)20 7397 3601  
**Attention:** Sajada Afzal

**in the presence of**



**Frank Cibej**  
**Relationship Manager**

**Signature of witness**

**Name of witness**

**Address of witness**

**Third Floor**  
**1 King's Arms Yard**  
**London, EC2R 7AF**  
**Fax: +44 (0)20 7397 3601**

**Occupation of witness**