



Registration of a Charge

Company Name: **SOLIFI GROUP (UK) LIMITED**

Company Number: **02869895**



Received for filing in Electronic Format on the: **09/11/2021**

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Details of Charge

Date of creation: **05/11/2021**

Charge code: **0286 9895 0007**

Persons entitled: **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**

Brief description: **FIXED CHARGE ALL OF ITS INTELLECTUAL PROPERTY (BEING ALL OF ITS RIGHTS, TITLE AND INTEREST FROM TIME TO TIME IN ANY MATERIAL KNOW-HOW, PATENTS, DESIGNS, UTILITY MODELS, COPYRIGHTS, TRADE MARKS, SERVICE MARKS, TRADE AND BUSINESS NAMES OR SIGNS, DOMAIN NAMES, TOPOGRAPHICAL OR SIMILAR RIGHTS, ANY DATA BASE OR KNOW-HOW OR ANY CONFIDENTIAL INFORMATION, AND ANY OTHER MATERIAL ASSOCIATED OR SIMILAR (IN NATURE OR EFFECT) RIGHTS ANYWHERE IN THE WORLD, IN EACH CASE WHETHER REGISTERED AT THE UK INTELLECTUAL PROPERTY OFFICE OR NOT, AND INCLUDING ALL APPLICATIONS FOR REGISTRATION OF ANY OF THEM AND RIGHTS TO APPLY FOR THEM IN ANY PART OF THE WORLD AND ALL RIGHTS (INCLUDING BY WAY OF LICENCE) IN, AND OTHER RIGHTS TO USE, ANY OF THEM, IN EACH CASE, TOGETHER WITH ALL RELATED RIGHTS).**

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.**

Certified by: **JP027522 SOLICITOR, JONES DAY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2869895

Charge code: 0286 9895 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th November 2021 and created by SOLIFI GROUP (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th November 2021 .

Given at Companies House, Cardiff on 10th November 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

DATED **5 NOVEMBER** **2021**

- (1) THE CHARGORS LISTED HEREIN
as Initial Chargor and

- (2) GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.
as Collateral Agent

DEBENTURE



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DATED

5 NOVEMBER

2021

PARTIES

- (1) **WC TOPCO LIMITED** a company incorporated in Jersey with registered number 122084, with its registered address at 26 New Street, St. Helier, Jersey, JE2 3RA;
- (2) **SOLIFI GROUP (UK) LIMITED** a company incorporated in England and Wales with registered number 02869895, having its registered office at 8 Devonshire House, Aviary Court, Basingstoke, Hampshire, United Kingdom, RG24 8PE;
- (3) **IDS GROUP III LIMITED** a company incorporated in England and Wales with registered number 13467534, having its registered office at 8 Devonshire House, Aviary Court, Basingstoke, Hampshire, United Kingdom, RG24 8PE;
- (4) **INTERNATIONAL DECISION SYSTEMS LIMITED** a company incorporated in England and Wales with registered number 01239144, having its registered office at 8 Devonshire House, Aviary Court, Basingstoke, Hampshire, United Kingdom, RG24 8PE;
- (5) **WC MIDCO 2 LIMITED** a company incorporated in England and Wales with registered number 10356621, having its registered office at 10 Queen Street Place, London, United Kingdom, EC4R 1AG;
- (6) **WC MIDCO LIMITED** a company incorporated in England and Wales with registered number 10356790, having its registered office at 10 Queen Street Place, London, United Kingdom, EC4R 1AG;
- (7) **WC BIDCO LIMITED** a company incorporated in England and Wales with registered number 10356997, having its registered office at 10 Queen Street Place, London, United Kingdom, EC4R 1AG;
- (8) **WHITE CLARKE GROUP HOLDINGS LIMITED** a company incorporated in England and Wales with registered number 10014049, having its registered office at 10 Queen Street Place, London, United Kingdom, EC4R 1AG;
- (9) **SOLIFI (UK) LIMITED** a company incorporated in England and Wales with registered number 03435619, having its registered office at 10 Queen Street Place, London, United Kingdom, EC4R 1AG; and

(each an "Initial Chargor" and together the "Initial Chargors")

- (10) **GOLDMAN SACHS SPECIALITY LENDING GROUP, L.P.**, as collateral agent for and the Secured Parties as defined below (the "Collateral Agent").

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

In this Debenture:

"Additional Chargor" means any person which becomes a party to this Debenture by executing a Security Accession Deed and grants Security over those of its assets as specified in such Security Accession Deed;

"Bank Accounts" means:

- (a) in relation to each Initial Chargor, all material current, deposit or other accounts opened or maintained by each Initial Chargor in England and Wales from time to time, including the debt or debts represented thereby and all Related Rights;
- (b) in relation to an Additional Chargor, all material current, deposit or other accounts opened or maintained by it in England and Wales from time to time, including the debts or debts represented thereby and all Related Rights;

"Charged Property" means all the assets and undertakings which from time to time are mortgaged, charged or assigned to or subject to the security created or expressed to be created in favour of the Collateral Agent by or pursuant to this Debenture and any Security Accession Deed;

"Chargor" means:

- (a) each Initial Chargor; and
- (b) each Additional Chargor;

"Credit Documents" means the **"Credit Documents"** as defined in the Credit Agreement;

"Credit Agreement" means the credit agreement dated 8 October 2019, as amended by that certain First Amendment and Limited Waiver to Credit Agreement, dated as of 16 February 2021 and as amended by that Second Amendment and Limited Waiver to Credit Agreement dated 1 June 2021, between, amongst others, the Collateral Agent and the US Borrower.

"Event of Default" means **"Event of Default"** as defined in the Credit Agreement;

"Group" means White Clarke and its Subsidiaries for the time being;

"Intellectual Property" means with respect to a Chargor all of its rights, title and interest from time to time in any material know-how, patents, designs, utility models, copyrights, trade marks, service marks, trade and business names or signs, domain names, topographical or similar rights, any data base or know-how or any confidential information, and any other material associated or similar (in nature or effect) rights anywhere in the world, in each case whether registered at the UK Intellectual Property Office or not, and including all applications for registration of any of them and rights to apply for them in any part of the world and all rights (including by way of licence) in, and other rights to use, any of them, in each case, together with all Related Rights.

"Intra-Group Debt Documents" means, in respect of a Chargor, any material intercompany receivables owing to it by any other member of the Group, in each case, together with any proceeds of such debts and monetary claims.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property;

"Related Rights" means in relation to any asset:

- (a) the net proceeds of sale or other disposal of any part of that asset;
- (b) all rights and benefits under any licence, assignment, agreement for sale or agreement for lease in respect of that asset;

- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds received by or paid or payable in respect of that asset;

"Obligations" means the "Obligations" as defined in the Credit Agreement;

"Secured Parties" means the "Secured Parties" as defined in the Credit Agreement and any Receiver;

"Security" means any mortgage, charge (fixed or floating), pledge, lien or other security interest securing any obligation of any person and any other agreement entered into for the purpose and having the effect of conferring security or any arrangement having a similar effect;

"Security Accession Deed" means a deed executed by an Additional Chargor substantially in the form set out in Schedule 2 (Form of Security Accession Deed);

"Shares" means:

- (a) in relation to an Initial Chargor, all shares owned by it in any wholly owned direct Subsidiary incorporated in England and Wales from time to time; and
- (b) in relation to an Additional Chargor, all shares owned by it in any wholly owned direct Subsidiary incorporated in England and Wales from time to time including as specified in Schedule 1 (Shares) of any relevant Security Accession Deed.

including without limitation as specified in Schedule 1 (Shares) and in each case, together with all Related Rights;

"Subsidiaries" means "Subsidiary" as defined in the Credit Agreement;

"US Borrower" means IDS Group, Inc., a Delaware corporation.

1.2 Construction

In this Debenture, unless a contrary intention appears, a reference to:

- (A) an "agreement" includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- (B) an "amendment" includes any amendment, supplement, variation, novation, modification, replacement or restatement and "amend", "amending" and "amended" shall be construed accordingly;
- (C) "assets" includes present and future properties, revenues and rights of every description;
- (D) this "Debenture" includes, in respect of a Chargor (other than an Initial Chargor), any Security Accession Deed hereto;
- (E) "including" means including without limitation and "includes" and "included" shall be construed accordingly;
- (F) "losses" includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and "loss" shall be construed accordingly;

- (G) "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
- (H) "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and
- (I) a "Chargor" in relation to any Charged Property is, if that Chargor holds any right, title or interest in that Charged Property jointly with any other Chargor, a reference to those Chargors jointly.

1.3 Other References and Interpretation

- (A) In this Debenture, unless a contrary intention appears, a reference to:
 - (1) any Secured Party, Chargor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's (and any subsequent) successors in title, permitted assignees and transferees and, in the case of the Collateral Agent, any person for the time being appointed as Collateral Agent or Collateral Agents in accordance with the Credit Documents;
 - (2) any Credit Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended, novated, varied, released, supplemented, extended, restated or replaced (in each case, however fundamentally), including by way of increase of the facilities or other obligations or addition of new facilities or other obligations made available under them or accession or retirement of the parties to these agreements but excluding any amendment or novation made contrary to any provision of any Credit Document;
 - (3) any clause or schedule is a reference to, respectively, a clause of and schedule to this Debenture and any reference to this Debenture includes its schedules;
 - (4) an Event of Default is "continuing" if it has not been remedied or waived;
 - (5) a provision of law is a reference to that provision as amended or re enacted.
- (B) The index to and the headings in this Debenture are inserted for convenience only and are to be ignored in construing this Debenture.
- (C) Words importing the plural shall include the singular and vice versa.
- (D) Unless otherwise defined in this Debenture, words and expressions defined in the Credit Agreement shall have the same meanings when used in this Debenture. In the event of any conflict or inconsistency between the terms of this Debenture and the terms of the Credit Agreement, the terms of the Credit Agreement (as applicable) will prevail.
- (E) A person who is not a party to this Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Debenture.

- (F) The terms of the other Credit Documents and of any side letters between any Chargor and any Secured Party relating to the Obligations are incorporated into each Credit Document to the extent required for any purported disposition of the real property contained in this Debenture to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (G) Notwithstanding anything to the contrary in this Debenture, the terms of this Debenture shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Credit Agreement and the Collateral Agent shall promptly enter into such documentation and/or take such other action as is required by a Chargor (acting reasonably) in order to facilitate any such transaction, matter or other step, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document, provided that any costs and expenses incurred by the Collateral Agent entering into such documentation and/or taking such other action at the request of such Chargor pursuant to this paragraph (G) shall be for the account of such Chargor, in accordance with the costs and expenses provisions set out in the Credit Agreement.
- (H) The obligations of each Chargor under this Debenture shall be in addition to the covenants for title deemed to be included in this Debenture by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994.
- (I) The Collateral Agent hereby accepts its appointment as agent and trustee by the Secured Parties and declares (and each of the Chargors hereby acknowledges) that the Security created under this Debenture is held by the Collateral Agent as a trustee for and on behalf of the Secured Parties on the basis of the duties, obligations and responsibilities set out in the Credit Agreement.
- (J) Section 1 of the Trustee Act 2000 shall not apply to the duties of the Collateral Agent in relation to the trusts created by this Debenture or any other Credit Document. In performing its duties, obligations and responsibilities, the Collateral Agent shall be considered to be acting only in a mechanical and administrative capacity or as expressly provided in this Debenture and the other Credit Documents.
- (K) In acting as trustee for the Secured Parties under this Debenture, the Collateral Agent shall be regarded as acting through its trustee division which shall be treated as a separate entity from any other of its divisions or departments. Any information received by some other division or department of the Collateral Agent may be treated as confidential and shall not be regarded as having been given to the Collateral Agent's trustee division.
- (L) This Debenture is intended to take effect as a deed notwithstanding that the Collateral Agent has executed it under hand only.

2. COVENANT TO PAY

Each Chargor covenants, as primary obligor and not only as surety, with the Collateral Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Obligations on their due date (whether at the stated maturity, by acceleration or otherwise) in accordance with their respective terms (or if they do not specify a time for payment, promptly on prior written demand of the Collateral Agent).

3. CHARGING PROVISIONS

3.1 Subject to Clause 3.5 (Excluded Assets), and as continuing security for the payment of the Obligations, each Initial Chargor:

- (A) charges in favour of the Collateral Agent with full title guarantee, by way of fixed charge all of its Shares and all corresponding Related Rights;
- (B) charges in favour of the Collateral Agent with full title guarantee, by way of fixed charge all of its Intellectual Property;
- (C) charges with full title guarantee the Bank Accounts, both present and future, from time to time owned by it or in which it has an interest by way of first fixed charge in favour of the Collateral Agent; and
- (D) if not effectively assigned by Clause 3.2 (Security Assignment), all of its rights, title and interest from time to time in (and claims under) the Intra- Group Debt Documents and all Related Rights.

3.2 Security Assignment

Subject to Clause 3.5 (Excluded Assets) and as continuing security for the full payment of the Obligations, each Chargor assigns absolutely by way of security with full title guarantee to the Collateral Agent all its right, title and interest from time to time in and to (and claims under) the Intra-Group Debt Documents and all Related Rights, provided that on payment and discharge in full of the Obligations the Collateral Agent will promptly re-assign the relevant Intra-Group Debt Documents to that Chargor (or as it shall direct).

3.3 Floating Charge

- (A) As further continuing security for the full payment of the Obligations, each Chargor charges with full title guarantee in favour of the Collateral Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights.
- (B) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to this Clause **Error! Reference source not found.**

3.4 Conversion of a Floating Charge

- (A) The Collateral Agent may, by notice to the relevant Chargor, convert the floating charge created under this Debenture into a fixed charge with immediate effect as regards those assets which it specifies in the notice, if:
 - (1) an Event of Default has occurred and is continuing; or
 - (2) the Collateral Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (B) The floating charge created under this Debenture will (in addition to the circumstances when this may occur under the general law) automatically (without notice) and immediately be converted into a fixed charge over any asset charged under the floating charge created under this Debenture if:

- (1) the relevant Chargor creates (or purports to create) any security interest over any Charged Property, other than to the extent not prohibited by the Credit Documents; or
 - (2) the relevant Chargor is or is deemed to be or is declared for the purposes of any applicable law to be, unable to or admits its inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors generally or any class of them (other than the Secured Parties) for the rescheduling any of its financial indebtedness.
- (C) The obtaining of a moratorium under section 1A of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this Debenture to crystallise or causing restrictions which would not otherwise apply to be imposed as the disposal or property by the relevant Chargor or a ground for the appointment of the Receiver.
- (D) The floating charge created by this 3.4 is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3.5 Excluded Assets

Unless otherwise expressly agreed in writing between the relevant Chargor and the Collateral Agent after the date on which it becomes a party to this Debenture, there shall be excluded from the Security created by this Clause 3 (Charging Provisions), from the other provisions of this Debenture and from the operation of any further assurance provisions contained in the Credit Documents:

- (A) any Excluded Property;
- (B) any unregistered freehold and/or leasehold real property which if subject to any such Security, would be required to be registered under the Land Registration Act 2002 (provided that such real property shall only be excluded for so long as it remains unregistered); and
- (C) any cash constituting regulatory capital or customer cash.

4. REPRESENTATIONS

4.1 PSC Representation

On the date of this Debenture (or, in respect of an Additional Chargor on the date of the relevant Accession Deed), each Chargor represents and warrants to the Collateral Agent that it:

- (1) has complied with all notices pursuant to Part 21A of the Companies Act 2006 (including any timeframe specified in such notice) in respect of which it holds shares charged pursuant to this Debenture; and
- (2) has not issued any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 and no circumstances exist which entitle it to issue any such notice.

5. PROTECTION OF SECURITY

5.1 Bank Accounts

- (A) If requested by the Collateral Agent at any time following the occurrence of an Event of Default which is continuing, the relevant Chargor shall promptly, upon prior written request by the Collateral Agent, deliver to the Collateral Agent details of any material operating Bank Account maintained by it with any bank or financial institution (other than with the Collateral Agent) as at the date of such request.
- (B) The relevant Chargor shall, prior to the occurrence of an Event of Default which is continuing, be entitled to receive, withdraw or otherwise deal with or transfer any credit balance from time to time on any Bank Account and shall be entitled to deal with such Bank Account in any manner not prohibited by the Credit Documents.
- (C) Following the occurrence of an Event of Default which is continuing, at any time when there are Obligations outstanding, a Chargor shall not be entitled to receive, withdraw or otherwise deal with or transfer any credit balance from time to time on any Bank Account except with the prior consent of the Collateral Agent.
- (D) The Collateral Agent shall, following the occurrence of an Event of Default which is continuing, at any time when there are Obligations outstanding, be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Bank Account charged pursuant to this Debenture in or towards the payment or other satisfaction of all or part of the Obligations in accordance with Clause 10 (Application of Proceeds).

5.2 Intra-Group Debt Documents

- (A) Each Chargor shall remain liable to perform all its obligations under each Intra- Group Debt Document to which it is a party. Neither the Collateral Agent, any Receiver nor any delegate appointed by them under this Debenture shall be under any obligation or liability to a Chargor or any other person under or in respect of an Intra-Group Debt Document.
- (B) If requested by the Collateral Agent at any time following the occurrence of an Event of Default which is continuing, the relevant Chargor shall promptly upon prior written request by the Collateral Agent deliver to the Collateral Agent, and the Collateral Agent shall be entitled to hold, executed copies of each Intra-Group Debt Document to which it is a party at the date of such request and such other documents relating to the Intra-Group Debt Documents as the Collateral Agent requires.

5.3 Voting and Distribution Rights

- (A) Prior to the occurrence of an Event of Default which is continuing:
 - (1) each relevant Chargor shall be entitled to receive and retain all dividends, distributions and other monies paid or payable on or derived from its Shares; and
 - (2) each relevant Chargor shall be entitled to take all steps and exercise (or refrain from exercising) all rights, powers and discretion (including voting rights) attaching to its Shares and Related Rights and to deal with, receive, own and retain all assets and proceeds in relation thereto without restriction or condition, unless the exercise of those rights is reasonably likely to be

materially prejudicial to the validity or enforceability of the security created hereby or would cause an Event of Default to occur.

(B) The Collateral Agent may, at its discretion, following the occurrence of an Event of Default which is continuing, (in the name of the relevant Chargor or otherwise and without any further consent or authority from that Chargor):

- (1) exercise (or refrain from exercising) any voting rights in respect of any Shares (unless the Collateral Agent has notified that Chargor in writing that it wishes to give up this right);
- (2) apply all dividends, interest and other monies arising from any Shares and Related Rights in accordance with Clause 10 (Application of Proceeds);
- (3) transfer any Shares and Related Rights into the name of such nominee(s) of the Collateral Agent as it shall require; and
- (4) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of any Shares (unless the Collateral Agent has notified that Chargor in writing that it wishes to give up this right),

in such manner and on such terms as is consistent with the Credit Agreement, and the proceeds of any such action shall form part of the Charged Property.

5.4 Shares

Each Chargor will, as soon as reasonably practicable after the date of this Debenture deposit with the Collateral Agent (or as it shall direct) all share certificates relating to any Shares, including without limitation those listed in Schedule 1 (*Shares*), together with stock transfer forms executed in blank and left undated on the basis that the Collateral Agent shall be able to hold such certificates and stock transfer forms until the Obligations have been paid in full and shall be entitled, at any time following the occurrence of an Event of Default which is continuing, to complete, under its power of attorney given in this Debenture, the stock transfer forms on behalf of the relevant Chargor in favour of itself or such other persons as it shall select, provided that the Collateral Agent shall, at any time prior to an Event of Default which is continuing, be obliged to return such share certificates on request of the relevant Chargor if required to effect a transaction, matter or other step permitted by the Credit Documents.

5.5 Acknowledgement of Intra-Group Debt Documents

By virtue of them being a party of this Debenture (whether as an Initial Chargor or by way of executing a Security Accession Deed), each Chargor shall be deemed to have notice of, and to have acknowledged, any assignment or other Security created under this Debenture (or any Security Accession Deed) over any Intra-Group Debt Documents pursuant to which any amounts or other obligations are owed to them by another Chargor.

5.6 PSC Register

(A) Each Chargor whose shares constitute Charged Property shall promptly upon prior written request by the Collateral Agent following an Event of Default which is continuing:

- (1) notify the Collateral Agent if it has issued any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of its shares which constitute Charged Property which has not been withdrawn; and

- (2) (if applicable) provide to the Collateral Agent a copy of any such warning notice or restrictions notice.
- (B) Each Chargor whose shares constitute Charged Property shall promptly following a Default:
 - (1) notify the Collateral Agent of its intention to issue any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of its shares which constitute Charged Property; and
 - (2) provide to the Collateral Agent a copy of any such warning notice or restrictions notice.
- (C) For the purposes of withdrawing any restrictions notice or for any application (or similar) to the court under Schedule 1B of the Companies Act 2006, in each case, in connection with an enforcement of security under and in accordance with this Debenture, each Chargor shall provide such assistance as the Collateral Agent may request in respect of any shares which constitute Charged Property and provide the Collateral Agent with all information, documents and evidence that it may request in connection with the same.
- (D) Each Chargor shall comply with any notice served on it from any member of the Group pursuant to Part 21A of the Companies Act 2006 (including any timeframe specified in such notice) in respect of which it holds shares charged pursuant to this Debenture.

5.7 Registration of Security over Intellectual Property

- (A) Upon the written request of the Collateral Agent, each Chargor shall draft, execute and complete all documentation, do all acts and pay all fees that the Collateral Agent may reasonably request to record the interest of the Collateral Agent in any registers of the UK Intellectual Property Office or any similar offices of the jurisdiction of the United Kingdom relating to any Intellectual Property, Intellectual Property applications and any future Intellectual Property.
- (B) After the occurrence of an Event of Default which is continuing, and upon the written request of the Collateral Agent, each Chargor shall draft, execute and complete all documentation, do all acts and pay all fees that the Collateral Agent may reasonably request to record the interest of the Collateral Agent in the registers of the European Union Intellectual Property Office or any similar offices of the European Union relating to any Intellectual Property, Intellectual Property applications and any future Intellectual Property.
- (C) The Collateral Agent shall not be entitled to give any notice to any third party from whom any Intellectual Property is licensed, unless and until the occurrence of an Event of Default which is continuing.

6. RIGHTS OF CHARGORS

Notwithstanding anything to the contrary set out in this Debenture, until the occurrence of an Event of Default which is continuing (or such later date as provided by this Debenture), each Chargor shall continue to:

- (A) have the sole right (i) to deal with any Charged Property (including making any disposal of or in relation thereto) and all contractual counterparties in respect thereof, and (ii) to amend, waive, terminate or allow to lapse (including agreeing to surrender

or terminate any lease) any rights, benefits and/or obligations in respect of such Charged Property, in each case without reference to any Secured Party, in each case, other than to the extent agreed to be restricted pursuant to the Credit Agreement (save where the Required Creditor Consent has been obtained); and

- (B) have the sole right to operate and transact business in relation to any Charged Property, including making withdrawals from and effecting closures of the Bank Accounts, in each case other than to the extent agreed to be restricted pursuant to the Credit Agreement (save where the Required Creditor Consent has been obtained).

7. CONTINUING SECURITY

7.1 Continuing Security

This Security constituted by this Debenture shall remain in full force and effect as a continuing security for the Obligations notwithstanding any intermediate payment, discharge, satisfaction or settlement of all or any part of the Obligations or any other act, matter or thing.

7.2 Other Security

This Security constituted by this Debenture is to be cumulative, in addition to and independent of, and shall neither be merged into nor in any way exclude or prejudice or be affected by, any other Security or other right which the Collateral Agent and/or any other Secured Party may now or after the date of this Debenture or the date of a Security Accession Deed hold for any of the Obligations and this Security may be enforced against each Chargor without first having recourse to any other rights of the Collateral Agent or any other Secured Party.

7.3 Negative Pledge

Each Chargor undertakes that it will not (and it will ensure that no other member of the Group will not) create or agree to create or permit to subsist any Security on or over the whole or any part of its undertaking or assets, except for as permitted by the Credit Agreement.

8. ENFORCEMENT OF SECURITY

8.1 Enforcement Powers

For the purpose of all rights and powers implied or granted by statute, the Obligations are deemed to have fallen due, in respect of the Initial Chargors, on the date of this Debenture and, in respect of other Chargors, on the date of execution of the Security Accession Deed (the "Relevant Date"). The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this Debenture shall arise on the Relevant Date and shall be immediately exercisable at any time after an Event of Default has occurred and is continuing when the Collateral Agent may, without notice to the relevant Chargor or prior authorisation from any court, in its absolute discretion, but at all times in accordance with the terms of the Credit Documents, enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property.

8.2 Statutory Powers

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the Security created under this Debenture, unless they are expressly or impliedly excluded. If there is

ambiguity or conflict between the powers contained in those Acts and those contained in this Debenture, those contained in this Debenture shall prevail.

8.3 Powers of Leasing

Following the occurrence of an Event of Default which is continuing, the Collateral Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

8.4 Exercise of Powers

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Debenture, and all or any of the rights and powers conferred by this Debenture on a Receiver (whether expressly or impliedly), may be exercised by the Collateral Agent without further notice to any Chargor at any time after an Event of Default has occurred and is continuing, irrespective of whether the Collateral Agent has taken possession or appointed a Receiver of the Charged Property.

8.5 Disapplication of Statutory Restrictions

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the Security constituted by this Debenture.

8.6 Right of Appropriation

(A) To the extent that any of the Charged Property constitutes "**financial collateral**" and this Debenture and the obligations of the Chargors hereunder constitute a "**security financial collateral arrangement**" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the "**Regulations**")), the Collateral Agent shall upon giving prior written notice to the relevant Chargor at any time following the occurrence of an Event of Default which is continuing have the right to appropriate all or any part of such financial collateral in or towards discharge of the Obligations. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be (a) in the case of cash, the amount standing to the credit of each of the Bank Accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised, (b) in the case of Shares, the market price of such Shares determined by the Collateral Agent (acting reasonably) by reference to a public index or by a fair valuation opinion provided by an independent reputable, internationally recognised third party firm of professional advisors and (c) in the case of any other asset, the market value of such financial collateral as determined by the Collateral Agent (acting reasonably), including by way of an independent valuation. In each case, the parties agree that the method of valuation provided for in this Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

(B) Where the Collateral Agent exercises its rights of appropriation and the value of the financial collateral appropriated in accordance with this Clause 8.6 differs from the amount of the Obligations, either (i) the Collateral Agent must account to the relevant Chargor promptly upon the determination of such value for the amount by which the value of the appropriated financial collateral exceeds the Obligations, or (ii) the relevant Chargor will remain liable to the Secured Parties for any amount by which the value of the appropriate financial collateral is less than the Obligations.

9. RECEIVERS

9.1 Appointment of Receiver or Administrator

- (A) Subject to paragraph (C) below, at any time after an Event of Default has occurred and is continuing, or if so requested by the relevant Chargor, the Collateral Agent may by writing under hand signed by any officer or manager of the Collateral Agent, appoint:
- (1) any person (or persons) to be a Receiver of all or any part of the Charged Property;
 - (2) appoint two or more Receivers of separate parts of the Charged Property;
 - (3) remove (so far as it is lawfully able) any Receiver so appointed;
 - (4) appoint another person(s) as an additional or replacement Receiver(s); or
 - (5) appoint one or more persons to be an administrator of the relevant Chargor.
- (B) Section 109(1) of the Law of Property Act 1925 shall not apply to this Debenture.
- (C) At any time after an Event of Default has occurred and is continuing, the Collateral Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act 1986.

9.2 Powers of Receiver

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of any Chargor) have and be entitled to exercise, in relation to the Charged Property (and any assets of any Chargor which, when got in, would be Charged Property) in respect of which he was appointed, and as varied and extended by the provisions of this Debenture (in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of that Chargor):

- (A) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;
- (B) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (C) all the powers and rights of an absolute owner and power to do or omit to do anything which the relevant Chargor itself could do or omit to do; and
- (D) the power to do all things (including bringing or defending proceedings in the name or on behalf of the relevant Chargor) which seem to the Receiver to be incidental or conducive to (i) any of the functions, powers, authorities or discretions conferred on or vested in him or (ii) the exercise of all rights, powers and remedies of the Collateral Agent under this Debenture (including realisation of all or any part of the Charged Property) or (iii) bringing to his hands any assets of the relevant Chargor forming part of, or which when obtained would be, Charged Property.

9.3 Receiver as Agent

Each Receiver appointed under this Debenture shall be the agent of the relevant Chargor, which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and

be liable on any agreements or engagements made or entered into by him. The Collateral Agent will not be responsible for any misconduct, negligence or default of a Receiver.

9.4 Removal of Receiver

The Collateral Agent may by prior written notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

9.5 Remuneration of Receiver

The Collateral Agent may from time to time fix the remuneration of any Receiver appointed by it.

9.6 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Debenture (unless the document appointing such Receiver states otherwise).

10. APPLICATION OF PROCEEDS

10.1 Order of Application

All moneys received or recovered by the Collateral Agent or any Receiver pursuant to this Debenture shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Credit Agreement notwithstanding any purported appropriation by any Chargor.

10.2 Section 109 Law of Property Act 1925

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Debenture.

10.3 Application against Obligations

Subject to Clause 10.1 (Order of Application) above, any moneys or other value received or realised by the Collateral Agent from a Chargor or a Receiver under this Debenture may be applied by the Collateral Agent to any item of account or liability or transaction forming part of the **Obligations** to which they may be applicable in any order or manner which the Collateral Agent may determine.

11. PROTECTION OF COLLATERAL AGENT AND RECEIVER

11.1 No Liability

Neither the Collateral Agent nor any Receiver shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his fraud, gross negligence or wilful misconduct.

11.2 Insurance Proceeds

If an Event of Default has occurred and is continuing, all moneys received by virtue of any insurance maintained or effected in respect of the Charged Property shall be paid to the

Collateral Agent (or, if not paid by the insurers directly to the Collateral Agent, shall be held on trust for (or to the extent not applicable under the relevant law, for and on behalf of the Collateral Agent) and shall, at the option of the Collateral Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost or (except in the case of leasehold premises) in reduction of the **Obligations**.

11.3 Possession of Charged Property

Without prejudice to Clause 11.1 (No Liability) above, if the Collateral Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Property to which a mortgagee or mortgagee in possession might otherwise be liable and may at any time at its discretion go out of such possession.

11.4 Delegation

Without prejudice to the rights to and limitations or delegation by the Collateral Agent permitted under the Credit Agreement, following an Event of Default which is continuing and subject to the terms of the Credit Agreement, the Collateral Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this Debenture to any person or persons upon such terms and conditions (including the power to sub delegate) as it may reasonably and in good faith think fit and the Collateral Agent may, subject to the terms of the Credit Agreement, pass confidential information to any such delegate. The Collateral Agent will not be liable or responsible to any Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate.

11.5 Cumulative Powers

The powers which this Debenture confers on the Collateral Agent, the other Secured Parties and any Receiver appointed under this Debenture are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Collateral Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Collateral Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

12. POWER OF ATTORNEY

Each Chargor, by way of security, on the date of this Debenture (or, as the case may be, the date of its execution of a Security Accession Deed), irrevocably and severally appoints the Collateral Agent, each Receiver and any person nominated for the purpose by the Collateral Agent or any Receiver as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed at any time after:

- (A) the occurrence of an Event of Default which is continuing; or
- (B) the Collateral Agent having given any Chargor 10 Business Days' notice of a Chargor's failure to comply with any provision of this Debenture,

to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which is expressly required to execute and do under the terms of this Debenture, and which it has not done within a reasonable

period of time or which may be required to enable the exercise of any rights or powers conferred on the Collateral Agent or any Receiver under this Debenture or by law or otherwise for any of the purposes of this Debenture, and each Chargor covenants with the Collateral Agent and each Receiver to ratify and confirm all such acts or things made, done or executed (or purported to be made, done or executed) by that attorney.

13. PROTECTION FOR THIRD PARTIES

13.1 No Obligation to Enquire

No purchaser from, or other person dealing with, the Collateral Agent or any Receiver (or their agents) shall be obliged or concerned to enquire whether:

- (A) the right of the Collateral Agent or any Receiver to exercise any of the powers conferred by this Debenture has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such powers; or
- (B) any of the **Obligations** remain outstanding and/or are due and payable or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

13.2 Receipt Conclusive

The receipt of the Collateral Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Collateral Agent or any Receiver.

14. DEFERRAL OF CHARGOR RIGHTS

Until such time as the Obligations have been discharged in full, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Debenture:

- (A) to be indemnified by any Credit Party;
- (B) to claim any contribution from any guarantor of any Credit Party's obligations under this Debenture; and/or
- (C) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Credit Documents or of any other guarantee or Security taken pursuant to, or in connection with, this Debenture by any Secured Parties.

15. DISCHARGE CONDITIONAL

If any settlement, discharge or release is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this Debenture will continue or be reinstated as if the settlement, discharge or release had not occurred and any Security the subject of the discharge will continue or be reinstated as if that settlement, discharge or release had not occurred.

16. COVENANT TO RELEASE

Subject to 14 above, once all the Obligations have been irrevocably and unconditionally paid in full and none of the Collateral Agent nor any other Secured Party has any actual or contingent

liability to advance further monies to or incur any liability on behalf of any Chargor or any other Credit Party under the Credit Documents, the Collateral Agent shall, at the request and cost of any Chargor, promptly take any action including preparing and delivering all documents and instruments (including any termination or release letter or deed), revoking any powers of attorney and performing all acts or deeds (including returning title documents, share certificates, related stock transfer forms and any other document belonging to the Chargors) which are, in each case, necessary or otherwise requested by the Chargors (acting reasonably) to release or re-assign the Charged Property from the Security constituted by this Debenture.

17. REDEMPTION OF PRIOR CHARGES

The Collateral Agent may, at any time after an Event of Default has occurred and is continuing, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor. The relevant Chargor will, upon a demand made in writing to it, pay to the Collateral Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

18. CHANGES TO PARTIES

18.1 Assignment by the Collateral Agent

The Collateral Agent may at any time assign or otherwise transfer all or any part of its rights and obligations under this Debenture in accordance with the Credit Documents. Subject to the terms of the Credit Agreement, the Collateral Agent shall be entitled to disclose such information concerning each Chargor and this Debenture as the Collateral Agent considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law. None of the rights and obligations of any Chargor under this Debenture shall be capable of being assigned or transferred.

18.2 Changes to Parties

Each Chargor authorises and agrees to changes to parties in accordance with the provisions of the Credit Agreement and authorises the Collateral Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

18.3 Consent of Chargors

Each Chargor consents to other members of the Group becoming Chargors by way of execution of a Deed of Accession.

19. MISCELLANEOUS

19.1 Certificates Conclusive

A certificate or determination of the Collateral Agent as to any amount payable under this Debenture will be conclusive and binding on each Chargor, except in the case of manifest error.

19.2 Counterparts

This Debenture 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 Debenture.

19.3 **Invalidity of any Provision**

If any provision of this Debenture is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

19.4 **Failure to Execute**

Failure by one or more parties ("**Non Signatories**") to execute this Debenture on the date hereof or the date of the Security Accession Deed will not invalidate the provisions of this Debenture as between the other parties who do execute this Debenture. Such Non Signatories may execute this Debenture on a subsequent date and will thereupon become bound by its provisions.

20. **GOVERNING LAW AND JURISDICTION**

20.1 **Governing Law**

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

20.2 **Jurisdiction**

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

20.3 **Convenient Forum**

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

20.4 **Exclusive Jurisdiction**

This Clause 20 is for the benefit of the Collateral Agent only. As a result and notwithstanding Clause 20.2 (Jurisdiction) and Clause 20.3 (Convenient Forum), it does not prevent the Collateral Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Collateral Agent may take concurrent proceedings in any number of jurisdictions.

20.5 **Service of process**

(A) Without prejudice to any other mode of service allowed under any relevant law, each Chargor not incorporated in England and Wales:

- (1) irrevocably appoints IDS Group III Limited as its agent for service of process in relation to any proceedings before the English courts in accordance with this Debenture; and
- (2) agrees that failure by a process agent to notify such Chargor of the process will not invalidate the proceedings concerned.

(B) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, each Chargor must promptly notify the Collateral Agent and appoint another agent on terms acceptable to the Collateral Agent (acting

reasonably and good faith). Failing this, the Collateral Agent may appoint another agent for this purpose.

20.6 Acceptance of service of process

IDS Group III Limited hereby accepts its appointment as agent for service of process in accordance with Clause 20.5 (Service of process) of this Debenture and Clause 19.5 (Service of process) of the English law share charge dated on or around the date of this Debenture between the Collateral Agent and IDS Group II Inc..

EXECUTION

The parties have executed this Agreement on the date first mentioned above as evidence of their acceptance of its terms.

SCHEDULE 1

SHARES

Name of Chargor which holds the shares	Name of company issuing shares	Number and class
IDS Group III Limited	SOLIFI Group (UK) Limited	94,606,186 Ordinary shares of £0.10 each.
WC Midco 2 Limited	WC Midco Limited	2 Ordinary shares of £1 each.
WC Bidco Limited	White Clarke Group Holdings Limited	2,000 A Ordinary shares of £1 each. 229 B Ordinary shares of £1 each. 109 C Ordinary shares of £0.01 each. 90 D Ordinary shares of £1 each. 504 Ordinary shares of £1 each.
White Clarke Group Holdings Limited	SOLIFI (UK) Limited	2,000 A Ordinary shares of £1 each. 229 B Ordinary shares of £1 each. 1,002 Ordinary shares of £1 each.
WC Midco Limited	WC Bidco Limited	2 Ordinary Shares of £1 each.
WC Topco Limited	WC Midco 2 Limited	2 Ordinary Shares of £1 each.
SOLIFI Group (UK) Limited	International Decision Systems Limited	3,513 Ordinary shares of £1 each. 2,000,001 Ordinary shares of £1 each. 8,820,850,300 Ordinary shares of £0.01 each. 360,000 Redeemable Preference shares of £1 each.

SCHEDULE 2

FORM OF SECURITY ACCESSION DEED

This Security Accession Deed is made on [●]

Between:

- (1) [***], a company incorporated in [***] with registered number [***] (the "New Chargor");
- (2) [***] for itself and as agent for and on behalf of each of the existing Chargors ("the Company"); and
- (3) [***] as Collateral Agent for itself and the other Secured Parties (the "Collateral Agent").

RECITAL:

This deed is supplemental to a Debenture dated [***] between, amongst others, the Chargors named therein and the Collateral 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

Terms defined in the Debenture shall have the same meanings when used in this deed.

1.2 Construction

Clauses 1.2 (Construction) and 1.3 (Other References and Interpretation) 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.

1.3 [Limited recourse]

Notwithstanding any other provision of this deed, the Debenture or any other Credit Document, it is expressly agreed and understood that:

- (A) the recourse of any Secured Party to the New Chargor under this Debenture shall at all times be limited to the New Chargor's Charged Property and to the proceeds of sale or other realisation thereof and, subject to the foregoing, the Secured Parties shall not have recourse to the New Chargor generally or to any other assets of the New Chargor; and
- (B) the New Chargor's liability to the Secured Parties pursuant to or otherwise in connection with this deed or the Debenture shall be (A) limited in aggregate to an amount equal to that recovered as a result of enforcement of this Debenture with respect to the New Chargor's Charged Property; and (B) satisfied only from the proceeds of

sale or other disposal or realisation of the New Chargor's Charged Property pursuant to this deed or the Debenture.]¹

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, in each case in respect of those of its assets specified herein.

2.2 Covenant to pay

Subject to any limits on its liability specified in the Credit Documents, the New Chargor covenants, as primary obligor and not only as surety, with the Collateral Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Obligations on their due date in accordance with their respective terms (or if they do not specify a time for payment, promptly on prior written demand of the Collateral Agent).

2.3 Fixed Security

Subject to Clause 3.5(Excluded Assets) of the Debenture, the New Chargor, as continuing security for the payment of the Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest by way of first fixed charge:

- (A) the Shares and all corresponding Related Rights;
- (B) the Bank Accounts;
- (C) all of its Intellectual Property;
- (D) if not effectively assigned by Clause 2.4 (Assignment), all of its rights, title and interest in (and claims under) the Intra-Group Debt Documents and all Related Rights.

2.4 Assignment

Subject to Clause 3.5(Excluded Assets) of the Debenture, the New Chargor assigns and agrees to assign absolutely with full title guarantee to the Collateral Agent as continuing security for the full payment of the Obligations all its rights, title and interest from time to time in and to the Intra-Group Debt Documents and all Related Rights, provided that on payment and discharge in full of the Obligations the Collateral Agent will promptly re-assign the relevant Intra-Group Debt Documents to the New Chargor (or as it shall direct).

2.5 Floating Charge

- (A) Subject to Clause 3.5 (Excluded Assets) of the Debenture, as further continuing security for the full payment of the Obligations, each New Chargor charges with full title guarantee in favour of the Collateral Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights including those not effectively charged by way of fixed charge under Clause 2.3 (Fixed Security) or assigned under Clause 2.4 (Assignment).

¹ **Note:** to include in respect of Third Party Security Providers.

(B) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to this Clause 2.5 (Floating Charge).

3. Representations and warranties

The representations and warranties set out in clause 4.1 (Representations and Warranties) of the Debenture are repeated in full by each New Chargor by reference to the facts and circumstances existing on the date of this deed.

4. Negative Pledge

Each New Chargor undertakes that it will not create or agree to create or permit to subsist any Security on or over the whole or any part of its [its undertaking or assets]/ [Charged Property]² (present or future) except for the creation of Security or other transactions not prohibited under the Credit Documents or in respect of which the Required Creditor Consent has been obtained.

5. Consent of Existing Chargors

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

6. Construction of Debenture

(A) The Debenture shall remain in full force and effect as supplemented by this deed.

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

7. Failure to execute

Failure by one or more parties ("Non-Signatories") to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

8. Governing Law and Jurisdiction

This deed and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with English law and the parties agree that 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 the consequences of its nullity or any non- contractual obligations arising out of or in connection with it).

In witness whereof this deed has been duly executed as a deed and delivered on the date first above written

² **Note:** Delete as appropriate for Debtor or Third Party Security Provider (respectively).

Schedule to Security Accession Deed: Shares

Name of Chargor which holds the shares	Name of Credit Party issuing shares	Number and class
[***]	[***]	[***]

Signatories to Security Accession Deed

The New Chargor

EXECUTED as a DEED by)
[Name of New Chargor])
acting by)

[[***] as Director]

[Witness]
Name:
Address:
Occupation:

EXECUTED as a DEED by)
[Name of the Company])
acting by)
[[●] as Director]

[[***] as Director]

[Witness]
Name:
Address:
Occupation:

The Collateral Agent

SIGNED by)
[Name of Collateral Agent])
acting by:)

[***] as Authorised Signatory

Signatories to Debenture

The Chargors

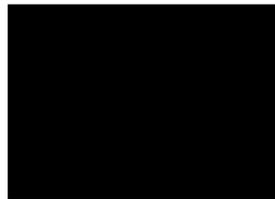
**EXECUTED as a DEED by
WC TOPCO LIMITED**
a company incorporated under the laws of
Jersey, having its registered number
122084, with its registered address at 26
New Street, St. Helier, Jersey, JE2 3RA,
acting by an authorised signatory who, in
accordance with the laws of that territory,
is acting under the authority of the
company.

Signature in the name of the company

WC TOPCO LIMITED

Signature of Authorised Signatory

Name of Authorised Signatory



Eric Gibson

EXECUTED as a DEED by

SOLIFI GROUP (UK) LIMITED
acting by

Signature in the name of the company

SOLIFI GROUP (UK) LIMITED

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

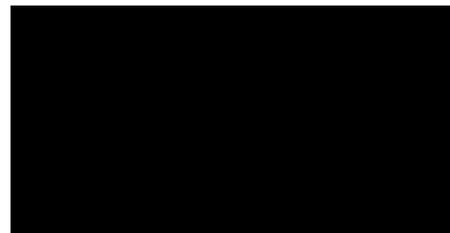
Occupation of witness



Eric Gibson



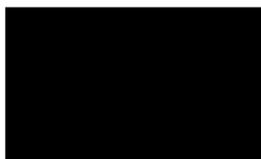
Morgan Power



EXECUTED as a DEED by
IDS GROUP III LIMITED
acting by

Signature in the name of the company

IDS GROUP III LIMITED



Signature of director



Name of director

Eric Gibson

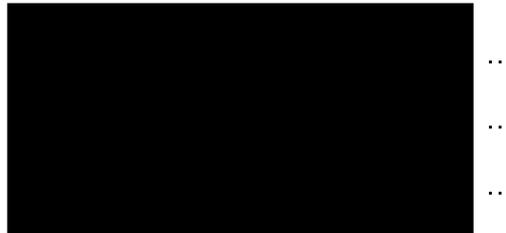
Signature of witness



Name of witness

Morgan Power

Address of witness



Occupation of witness

EXECUTED as a DEED by
INTERNATIONAL DECISION
SYSTEMS LIMITED
acting by

Signature in the name of the company

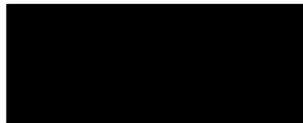
INTERNATIONAL DECISION
SYSTEMS LIMITED



Signature of director

Eric Gibson

Name of director

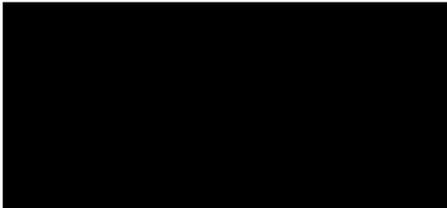


Signature of witness

Morgan Power

Name of witness

Address of witness



Occupation of witness

EXECUTED as a DEED by
WC MIDCO 2 LIMITED
acting by

Signature in the name of the company

WC MIDCO 2 LIMITED



Signature of director

Eric Gibson

Name of director



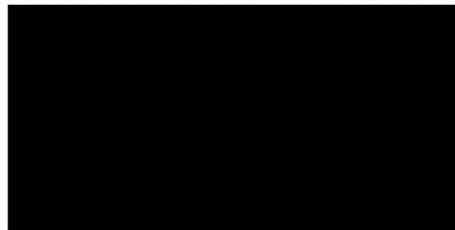
Signature of witness



Name of witness

Morgan Power

Address of witness



Occupation of witness

EXECUTED as a DEED by
WC MIDCO LIMITED
acting by

Signature in the name of the company

WC MIDCO LIMITED



Signature of director

Name of director

Eric Gibson

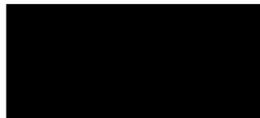
Signature of witness

Name of witness

Morgan Power

Address of witness

Occupation of witness



EXECUTED as a DEED by
WC BIDCO LIMITED
acting by

Signature in the name of the company

WC BIDCO LIMITED



Signature of director

Name of director

Eric Gibson

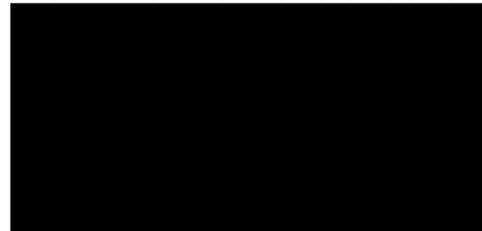
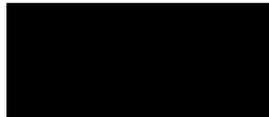
Signature of witness

Name of witness

Morgan Power

Address of witness

Occupation of witness



EXECUTED as a DEED by
**WHITE CLARKE GROUP HOLDINGS
LIMITED**
acting by

Signature in the name of the company

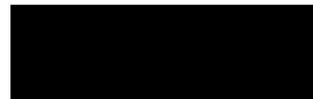
**WHITE CLARKE GROUP HOLDINGS
LIMITED**



Signature of director

Eric Gibson

Name of director

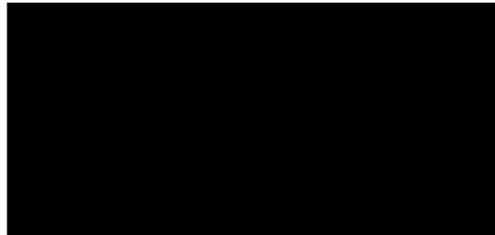


Signature of witness

Morgan Power

Name of witness

Address of witness



Occupation of witness

EXECUTED as a DEED by
SOLFI (UK) LIMITED
acting by

Signature in the name of the company

SOLFI (UK) LIMITED



Signature of director

Name of director

Eric Gibson

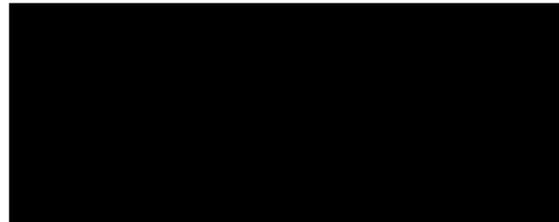
Signature of witness

Name of witness

Morgan Power

Address of witness

Occupation of witness



The Collateral Agent

SIGNED by
**GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P.**
acting by:

Signature of Authorised Signatory



Name of Authorised Signatory

Justin Betzen