



Registration of a Charge

Company name: **IDOX SOFTWARE LTD**

Company number: **02933889**

Received for Electronic Filing: **01/02/2019**



Details of Charge

Date of creation: **28/01/2019**

Charge code: **0293 3889 0005**

Persons entitled: **NATWEST MARKETS PLC AS SECURITY AGENT**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **WE 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:

OSBORNE CLARKE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2933889

Charge code: 0293 3889 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th January 2019 and created by IDOX SOFTWARE LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st February 2019 .

Given at Companies House, Cardiff on 4th February 2019

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

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

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Dated this 1 February 2019

Signed Osborne Clarke LLP

Osborne Clarke LLP

2 Temple Back East

Temple Quay, Bristol

BS1 6EG

Supplemental Debenture

- (1) IDOX PLC and certain of its subsidiaries
- (2) NATWEST MARKETS PLC as Security Agent

Dated 28 January 2019

Osborne Clarke LLP

This Supplemental Debenture is made on

28 January 2019

Between:

- (1) The members of the Group listed in Schedule 1 (the "Chargors", and each a "Chargor"); and
- (2) Natwest Markets plc as security agent for the Secured Parties (as defined in the Credit Agreement (defined below)) (the "Security Agent").

Background

- (A) Pursuant to the Original Debenture (as defined below), each Chargor created Security over all of its assets for, amongst other things, its present and future obligations and liabilities under the Original Credit Agreement (as defined below).
- (B) The Chargors have agreed to amend and restate the Original Credit Agreement (as defined below).
- (C) This Supplemental Debenture is supplemental to the Original Debenture (as defined below).

This Supplemental Debenture witnesses as follows:

1. Definitions and interpretation

1.1 Definitions

Terms defined in the Original Debenture shall, unless otherwise defined in this Supplemental Debenture or unless a contrary intention appears, bear the same meaning when used in this Supplemental Debenture and the following definitions shall apply:

"Amended Credit Agreement" means the Original Credit Agreement, as amended and restated by the amendment and restatement agreement entered into on or about the date of this Supplemental Debenture between, amongst others, (1) the Chargors and (2) the Security Agent.

"Finance Document" has the meaning given to that term in the Amended Credit Agreement.

"Finance Party" has the meaning given to that term in the Amended Credit Agreement.

"Original Debenture" means the debenture between (1) the Original Chargors and (2) the Security Agent dated 24 September 2014 to which Idox Health Limited acceded by an accession deed dated 30 July 2018.

"Original Chargors" means Idox PLC, Idox Software Limited and McLaren Software Limited.

"Original Credit Agreement" means the credit agreement dated 24 September 2014 as amended on 4 July 2017 and on 1 August 2018 and made between, amongst others, the Original Chargors and the Security Agent under which the Original Lenders (as defined therein) agreed to make available certain loan facilities totalling up to £40,000,000 to the Original Borrowers (as defined therein).

"Secured Liabilities" means all money, debts, obligations and liabilities from time to time due, owing or incurred by the Chargors or any of them to any Secured Party or their assignee or successor on any current or other account whatever or otherwise in any manner whatever, in each case under each Finance Document (whether present or future, whether alone or jointly with any other person, whether actual or contingent, whether as principal or as surety, whether express or implied, in whatever name, form or style, in whatever currency it is denominated, whether originally owing to a Secured Party or purchased or otherwise acquired by a Secured

EXECUTION VERSION

Party, its assignee or successor, or otherwise), but excluding any obligation which, if it were included, would result in this Supplemental Debenture contravening Section 878 of the Companies Act 2006.

"Secured Party" has the meaning given to that term in the Amended Credit Agreement.

1.2 Construction

Unless a contrary indication appears, sub-clauses 1.2 (*Construction*) and 1.4 (*Third Party Rights*) of the Original Debenture apply to this Supplemental Debenture and should be deemed to be incorporated into this Supplemental Debenture, with any reference to "this Debenture" being deemed to be a reference to "this Supplemental Debenture" and any reference to "the Credit Agreement" being deemed to be a reference to the "Amended Credit Agreement" subject to any necessary changes.

1.3 Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition of the Security Assets in this Supplemental Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Supplemental Debenture are incorporated into this Supplemental Debenture.

1.4 Implied covenants for title

The obligations of the Chargors under this Supplemental Debenture shall be in addition to the covenants for title deemed to be included in this Supplemental Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.5 Effect as a deed

This Supplemental Debenture is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

1.6 Trusts

The perpetuity period for any trusts created by this Supplemental Debenture is 125 years.

1.7 Consent

The Security Agent as proprietor of the Original Debenture consents to the registration of this Supplemental Debenture at the Land Registry.

2. Security

2.1 General Provisions

Supplemental to Clause 4 (*Security*) of the Original Debenture, all Security created under this debenture:

- (a) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994;
- (b) is continuing security of the payment and discharge of the Secured Liabilities;
- (c) is created in favour of the Security Agent as agent and trustee, and the Security Agent holds the benefit of this Supplemental Debenture on trust, for the Secured Parties;

EXECUTION VERSION

- (d) is in each case subject to the prior ranking security created under the Original Debenture (and any reference to ranking in this Supplemental Debenture shall be interpreted accordingly); and
- (e) to the extent the same is constituted by way of assignment, the relevant property shall only be assigned under this Supplemental Debenture to the extent:
 - (i) not already effectively assigned pursuant to the Original Debenture; and
 - (ii) the relevant property is otherwise capable of assignment hereunder.

2.2 *Mortgaged Property*

Each Chargor charges by way of first legal mortgage, the Property specified in respect of that Chargor in Part 1 of Schedule 2 to the Original Debenture, and all Rights relating to such Property.

2.3 *Other Property*

Each Chargor charges, by way of first fixed charge:

- (a) all Property not validly charged in Clause 2.2 (Mortgaged Property) and all Rights relating to such Property;
- (b) all easements, rights and agreements in respect of all Property; and
- (c) all proceeds of sale derived from all Property.

2.4 *Contracts*

Each Chargor charges, by way of first fixed charge, the Contracts.

2.5 *Book Debts*

Each Chargor charges, by way of first fixed charge, the Book Debts.

2.6 *Intellectual Property*

Each Chargor charges, by way of first fixed charge, all its Intellectual Property Rights, including the Intellectual Property Rights specified in Schedule 2 to this Supplemental Debenture.

2.7 *Plant and Machinery*

Each Chargor charges, by way of first fixed charge, the Plant and Machinery.

2.8 *Securities and Derivative Assets*

- (a) Each Chargor charges by way of first fixed charge, the Securities specified next to its name in Part 2 of Schedule 2 to the Original Debenture.
- (b) Each Chargor charges by way of first fixed charge, all its Securities not charged by Clause 2.8(a).
- (c) Each Chargor charges by way of first fixed charge, all Derivative Assets of a capital nature.
- (d) Each Chargor charges by way of first fixed charge, all Derivative Assets of an income nature.

2.9 Bank Accounts

- (a) Each Chargor charges by way of first fixed charge each Cash Collateral Account, and all monies standing to the credit of each such account.
- (b) Each Chargor charges by way of first fixed charge each Book Debt Account, and all monies standing to the credit of each such account.
- (c) Each Chargor charges by way of first fixed charge all present and future bank accounts, cash at bank and credit balances of that Chargor not charged by Clause 2.9(a) or Clause 2.9(b) (excluding those arising on fluctuating accounts) with any bank or other person and all rights relating to or attaching to them (including the right to interest).

2.10 Goodwill

Each Chargor charges by way of first fixed charge, all the goodwill and uncalled capital for the time being of that Chargor.

2.11 Security Assignments

- (a) Each Chargor assigns absolutely to the Security Agent all present and future insurances and the proceeds of such insurances.
- (b) Each Chargor assigns absolutely to the Security Agent the benefit of the Assigned Contracts.
- (c) Each Chargor assigns absolutely to the Security Agent the benefit of the Hedging Agreements and any letters of credit issued to it.
- (d) The assignments set out in this Clause 2.11 (*Security Assignments*) and Clause 2.12 (*Accruals etc*) are absolute assignments for the purposes of section 136 LPA and are not made by way of charge only.
- (e) Any Assigned Assets which are not effectively assigned pursuant to this Clause 2.11 (*Security Assignments*) and Clause 2.12 (*Accruals etc*) will instead be charged by way of first fixed charge.

2.12 Accruals etc

- (a) Each Chargor assigns absolutely all rights, money or property accruing or payable to that Chargor now or in the future under or by virtue of a Fixed Charge Asset, except to the extent such rights, money or property are for the time being effectively charged under the provisions of Clauses 2.2 (*Mortgaged Property*) to 2.11 (*Security Assignments*) (inclusive).
- (b) Each Chargor charges by way of first fixed charge, that Chargor's rights now or hereafter to recover any VAT on any supplies made to it relating to the Assets any tax refund, rebate or repayment, and any sums so recovered.

2.13 Floating Charge

- (a) Each Chargor charges by way of first floating charge, all the undertaking and assets of that Chargor whatsoever, wherever situate (including, but not limited to, its heritable and moveable property and other property, assets and rights in Scotland or governed by the laws of Scotland), whether moveable, immovable, present or future, including, without limitation, its uncalled capital for the time being and all the undertaking and assets of that Chargor referred to above which are, for any reason, not validly charged or assigned pursuant to Clauses 2.2 (*Mortgaged Property*) to 2.12 (*Accruals etc*) (inclusive) of this Supplemental Debenture.

EXECUTION VERSION

- (b) The floating charge created by this Supplemental Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

3. **Incorporation**

The provisions of Clause 2 (*Covenant to Pay*) and Clauses 5 (*Conversion of Floating Charge*) to 31 (*Miscellaneous*) of the Original Debenture apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture except that references to "**this Debenture**" in the Original Debenture are to be construed as references to "**this Supplemental Debenture**".

4. **Continuation**

- 4.1 Except insofar as supplemented hereby, the Original Debenture will remain in full force and effect.

- 4.2 Each Chargor agrees that the execution of this Supplemental Debenture shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture.

- 4.3 References in the Original Debenture to "**this Debenture**" and expressions of similar import shall be deemed to be references to the Original Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.

- 4.4 This Supplemental Debenture is a Finance Document.

5. **Governing law**

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

6. **Jurisdiction**

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

- 6.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

- 6.3 This clause is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

In witness this Supplemental Debenture is executed on the date appearing at the head of page 1.

Schedule 1
The Chargors

Name of Chargor	Registration number (or equivalent, if any) and Original Jurisdiction
IDOX PLC	03984070, England and Wales
IDOX SOFTWARE LIMITED	02933889, England and Wales
MCLAREN SOFTWARE LIMITED	SC213218, Scotland
IDOX HEALTH LIMITED	02585086, England and Wales

Schedule 2
Intellectual Property

Owner Name	Registration Number	Class	Object
UK TRADE MARKS			
IDOX PLC	3263041	9 16 35 42	TRACE360
IDOX PLC	1495829	9	PLANEX
IDOX PLC	1404070	9	CAFM
IDOX PLC	1495641	35	
IDOX PLC	3169971	9 35 36 42	idox
IDOX PLC	3158457	9 38 42	ONSITE
IDOX PLC	3112597	9 16 35 36 41 42	iApply
IDOX PLC	3030400	9 16 35 36 38 41 42	THE KNOWLEDGE EXCHANGE
IDOX PLC	3019359	9 35 36 38 42	RESEARCH CONNECT RESEARCHconnect
IDOX PLC	3012997	9 41	BRIBOLOGY
IDOX PLC	2623438	9 35 37 42	MCLAREN McLaren
IDOX PLC	2620974	9 35 36 42	INNOVATION CONNECT
IDOX PLC	2620983	9 35 36 42	IC
IDOX PLC	2587504	9 35 42	LalPac LALPAC

EXECUTION VERSION

IDOX PLC	2561194	9 16 35 36 41 42 45	Design Only
IDOX PLC	2560654	36 41	IDOX idox
IDOX PLC	2508202	36 42	POLICY finder £ because policy matters.
IDOX PLC	2502854	9 35 42	ACCOLAID
IDOX PLC	2502852	9 35 42	PLANTECH
IDOX PLC	2467292	9 35 42	UNI-FORM UNI-form
IDOX PLC	2395856	36 42	GRANT tracker making information work GRANT tracker making information work
IDOX PLC	2395857	36 42	GRANT net PLUS making information work GRANT net PLUS making information work
IDOX PLC	2395858	36 42	GRANT finder making information work GRANT finder making information work
IDOX PLC	2395859	36 42	GRANT net making information work GRANT net making information work
IDOX PLC	2392737	9	CAFM EXPLORER
IDOX PLC	2349035	9	OPT 2 VOTE
IDOX PLC	2341321	9 16 35 42	IDOX
IDOX PLC	2249573	35	j4b.co.uk

EXECUTION VERSION

THE BRAND REFERENCE			
IDOX PLC	16231953	41 42	INTEGRITY COMPASS
IDOX PLC	15317647	35 36 38	RESEARCHCONNEC T
IDOX PLC	15143662	9 38 42	OnLink
IDOX PLC	14467328	35 36	RESEARCHconnect
IDOX PLC	14465711	35 36 42	GRANTfinder
IDOX PLC	13072996	9 35 42	MCLAREN
IDOX PLC	13064803	9 35 42	Transfer of Asset
IDOX PLC	11346632	9 35 36 42	IC
IDOX PLC	11346483	9 35 36 42	INNOVATION CONNECT
IDOX PLC	3136702	9 16 35 42	IDOX
IDOX PLC	2972545	9 16 35 42	THE PLANNING DOCTOR
IDOX PLC	2972552	9 16 42	UKPLANNING

Signatories to Supplemental Debenture

Chargor

Executed and Delivered as a Deed
for and on behalf of
Idox Plc
in the presence of:

)
)
)
)

Director

Signature of witness:

Name: PHILIP JACKSON

Address:

Pinsent Masons
London

Occupation:

TRAINING SOLUTION

EC2A 4ES

Executed and Delivered as a Deed
for and on behalf of
Idox Software Limited
in the presence of:

)
)
)
)

Director

Signature of witness:

Name: PHILIP JACKSON

Address:

30 Crown Place
Pinsent Masons
London

Occupation:

TRAINING SOLUTION

EC2A 4ES

Executed and Delivered as a Deed
for and on behalf of
McLaren Software Limited
in the presence of:

)
)
)
)

Director

Signature of witness:

Name: PHILIP JACKSON

Address:

30 Crown Place
Pinsent Masons
London

Occupation:

TRAINING SOLUTION

EC2A 4ES

EXECUTION VERSION

Executed and Delivered as a Deed)
for and on behalf of)
Idox Health Limited)
in the presence of:)

Director

Signature of witness:

Name: PHILIP BAENSON

Address:

30 Crown Place
Pinsent Masons
London
EC2A 4ES

Occupation:

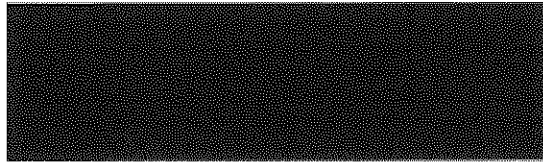
TRAINING SOLICITOR

EXECUTION VERSION

The Security Agent

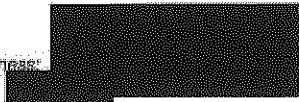
Signed for and on behalf of
Natwest Markets plc
by its duly authorised attorney
in the presence of:

)
)
)
)



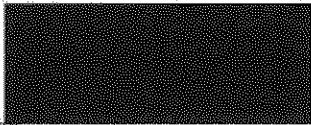
Attorney

Signature of witness:



Name: *SAMUE MILLER*

Address:



Occupation: *Private Officer*