



Registration of a Charge

Company name: **APTEAN LIMITED**

Company number: **03399429**

Received for Electronic Filing: **26/06/2020**



X9805P42

Details of Charge

Date of creation: **15/06/2020**

Charge code: **0339 9429 0004**

Persons entitled: **GOLUB CAPITAL MARKETS LLC AS COLLATERAL 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: **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:

MILBANK LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3399429

Charge code: 0339 9429 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th June 2020 and created by APTEAN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th June 2020 .

Given at Companies House, Cardiff on 29th June 2020

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 15 June 2020

THE NEW CHARGORS listed in Schedule 1
and
GOLUB CAPITAL MARKETS LLC as Collateral Agent

Security Accession Deed

THIS SECURITY ACCESSION DEED is dated 15 June 2020 and made between:

- (1) the companies listed in Schedule 1 as new chargors (the “**New Chargors**”); and
- (2) **GOLUB CAPITAL MARKETS LLC** whose office is at 666 Fifth Avenue, New York, New York 10103 or such other office as it may select from time to time as trustee for the Secured Parties (as defined in the First Lien Credit Agreement referred to below) (the “**Collateral Agent**”).

BACKGROUND:

This Deed is supplemental to the Debenture (as defined below).

IT IS AGREED as follows:

1. **DEFINITIONS**

In this Deed:

“**Debenture**” means the debenture dated 23 April 2019 between, amongst others, the Chargors named therein and the Collateral Agent.

“**Existing Security**” means the security listed in Schedule 2 to this Deed.

“**First Lien Credit Agreement**” means the first lien credit agreement dated 23 April 2019 between, amongst others, Gator Merger Sub Corporation, a Delaware corporation (as Initial Borrower), Aptean, Inc., a Delaware corporation (as Aptean Borrower), Aptean Acquiror Inc., a Delaware corporation (as Acquiror Borrower), Gator Holdco (UK) Ltd (as Intermediate Holdings), Gator Intermediate Holdco (UK) Ltd (as Holdings) and the Collateral Agent.

2. **CONSTRUCTION**

- 2.1 Unless defined or construed in this Deed, a term defined or construed in the Debenture has the same meaning in this Deed and in any notice given under or in connection with this Deed.
- 2.2 Clauses 2(b) – 2(h) (Construction) 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.
- 2.3 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.
- 2.4 This Deed shall take effect as a deed even if it is signed under hand on behalf of the Collateral Agent.
- 2.5 This Deed is a Loan Document.

3. **ACCESSION OF NEW CHARGORS**

Each 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 the Debenture as a Chargor.

4. **UNDERTAKING TO PAY**

Each New Chargor covenants with the Collateral Agent (as trustee for the Secured Parties) to pay, discharge and satisfy all the Secured Liabilities when due in accordance with their respective terms (or, if the relevant terms do not specify a time for payment, immediately on demand by the Collateral Agent) and to indemnify the Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach of any Loan Document or any

failure to pay, discharge and satisfy the Secured Liabilities in accordance with their respective terms.

5. **SECURITY**

5.1 General

- (a) All the Security created under this Deed:
 - (i) is created in favour of the Collateral Agent as trustee for the Secured Parties;
 - (ii) is security for the payment, discharge and performance of all the Secured Liabilities except for any Secured Liabilities which, if secured by this Deed, would cause such Security to be unlawful or prohibited by any applicable law; and
 - (iii) is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) If a New Chargor grants a fixed charge, floating charge, mortgage or assigns all or any part of its rights under an agreement, lease, licence or agreement for a lease under this Deed (an "**Affected Asset**") and that assignment, charge or mortgage would, but for this paragraph (b) breach a term of that agreement, lease, licence or agreement for a lease because a condition (including, but not limited to, any prohibition or restriction on the creation of any Security over or in respect of each Affected Asset and/or the consent of a third party) has not been satisfied or waived:
 - (i) that New Chargor shall notify the Collateral Agent promptly;
 - (ii) that New Chargor undertakes:
 - (A) if the relevant condition is a consent or waiver which is not to be unreasonably withheld, to use its reasonable endeavours to obtain it as soon as possible; and
 - (B) in all other instances, to use its reasonable endeavours to satisfy any relevant conditions or obtain a waiver of the same within 30 days of the date of this Deed or, if the Affected Asset is acquired after the date of this Deed, within 30 days of the acquisition date; and
 - (C) to keep the Collateral Agent informed of its progress in satisfying such condition or obtaining a waiver of the same;
 - (iii) until the condition is satisfied or waived:
 - (A) this Deed will secure all amounts of any nature which that New Chargor may now or in future receive under or in connection with that Affected Asset but excluding the Affected Asset itself; and
 - (B) that New Chargor shall hold the rights under the Affected Asset on trust for the Collateral Agent and each such asset shall constitute a Secured Asset;
 - (iv) upon the condition being satisfied or waived:
 - (A) the Affected Asset shall be mortgaged, charged or assigned (as appropriate) under the relevant paragraph of this Clause 5 and any trust in respect of that asset created under paragraph (iii)(B) above shall immediately terminate; and

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- (B) that New Chargor shall promptly supply the Collateral Agent with evidence of the satisfaction or waiver of the condition.

5.2 Land

Subject to the Existing Security, each New Chargor charges to the Collateral Agent:

- (a) by way of a legal mortgage, all of its rights, title and interest in and to the Mortgaged Property specified in Schedule 3 (*Mortgaged Property*);
- (b) (to the extent that they are not the subject of a mortgage under paragraph (a) above or any Legal Mortgage) by way of fixed charge, all of its rights, title and interest in and to Real Property, all rights under any licence or other agreement or document which gives it a right to occupy or use the Real Property; and
- (c) all Related Rights in respect of such assets.

5.3 Investments

- (a) Subject to the Existing Security, each New Chargor charges by way of first fixed charge all of its Investments and all of its Related Rights in respect of each such Investment.
- (b) Subject to the Existing Security and Clauses 5.3(c) and 5.3(d), each New Chargor shall as soon as reasonably practicable and in any event within five (5) Business Days of the receipt or retrieval of the original share certificates and applicable documentation in respect of the Initial Shares held by it, deposit with the Collateral Agent (or procure the deposit of) all such original share certificates or other documents of title to the Initial Shares held by it, and stock transfer forms or other instruments of transfer (executed in blank by or on behalf of the relevant New Chargor and undated).
- (c) Notwithstanding Clause 5.3(b) and anything else herein to the contrary, to the extent any original share certificate in respect of the Initial Shares held by a New Chargor (and related stock transfer forms or other instruments of transfer) is not or cannot reasonably be delivered to the Collateral Agent within five (5) Business Days of its receipt or retrieval and after the relevant New Chargor's use of reasonable efforts to do so, such original share certificates (and stock transfer forms or other instruments of transfer (executed in blank by or on behalf of the relevant New Chargor and undated)) shall be required to be delivered as soon as is reasonably practicable after the date of this Deed.
- (d) Notwithstanding Clause 5.3(b) and anything else herein to the contrary, Aptean Limited ("Aptean") shall not be required to deliver the original share certificate (and related stock transfer forms or other instruments of transfer) in respect of the shares it holds in Paragon Software Systems Limited ("Paragon") until such time as the register of members of Paragon is updated to show Aptean as the sole legal owner of all of the issued shares of Paragon following Paragon's receipt of stock transfer forms in respect of Aptean's acquisition of all of the issued shares in Paragon duly stamped by the HM Revenue & Customs Stamp Office, and Aptean shall deliver such original share certificate (and related stock transfer forms or other instruments of transfer) as soon as reasonably practicable thereafter.

5.4 Chattels

Subject to the Existing Security, each New Chargor charges by way of first fixed charge all its Chattels and its interest in any Chattels in its possession.

5.5 Insurances

- (a) Subject to the Existing Security, each New Chargor assigns absolutely, by way of security, subject to reassignment by the Collateral Agent in accordance with Clause 26

(*Release of Security*) of the Debenture, all amounts payable to it under or in connection with the Policies, all its rights in connection with those amounts.

- (b) To the extent that they are not effectively assigned under paragraph (a) above and subject to the Existing Security, each New Chargor charges by way of a first fixed charge the relevant amounts and rights described in paragraph (a) above.

5.6 Intellectual Property

Subject to the Existing Security, each New Chargor charges by way of first fixed charge all its rights in its Intellectual Property and all Related Rights in respect of the Intellectual Property.

5.7 Floating charge

- (a) Subject to the Existing Security, each New Chargor charges to the Collateral Agent by way of a first floating charge all of its business, undertakings and assets, present and future, whatsoever and wheresoever not at any time otherwise effectively mortgaged, charged or assigned by way of mortgage, fixed charge or assignment under this Clause 5 or under any Legal Mortgage entered into by it.
- (b) The floating charge created by paragraph (a) above is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

6. REPETITION OF REPRESENTATIONS

- (a) Each New Chargor represents and warrants to each Secured Party that the description of the assets set out in Schedule 2 (*Existing Security*) and Schedule 4 (*Initial Shares*) constitute a complete and accurate description of all of the relevant assets in which it has an interest as at the date of this Deed.
- (b) The delivery of a Security Accession Deed constitutes confirmation by each New Chargor that the representations and warranties to be made by it and set out in Clause 5 of the Debenture (*General Representations and Warranties*) and elsewhere in this Deed are true and correct to the extent applicable to it as at the date of delivery as if made by reference to the facts and circumstances then existing.
- (c) Each New Chargor represents and warrants to each Secured Party that no Default is continuing or would occur as a result of it becoming a Chargor.
- (d) Aptean and the Collateral Agent agree that the representation at Clause 5.1(j) of the Debenture in respect of the shares Aptean holds in Paragon shall be modified such that the words "legal and" are deemed to be deleted from the representation until such time as the register of members of Paragon is updated to show Aptean as the sole legal owner of all of the issued shares of Paragon following Paragon's receipt of stock transfer forms in respect of Aptean's acquisition of all of the issued shares in Paragon duly stamped by the HM Revenue & Customs Stamp Office.

7. NOTICES

Each New Chargor confirms that its address details for notices in relation to Clause 32.2 (*Addresses*) of the Debenture are as identified by its name below.

8. GOVERNING LAW AND JURISDICTION

8.1 Governing Law

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

8.2 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 8.2 is for the benefit of the Collateral Agent only. As a result, the Collateral 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 Collateral Agent may take concurrent proceedings in any number of jurisdictions.

This Deed is executed as a deed by each New Chargor and is signed for and on behalf of the Collateral Agent and is delivered and takes effect on the date at the beginning of this Deed.

SCHEDULE 1**The New Chargors**

Company	Company number
Anisa Consolidated Holdings Limited	10043142
Anisa Group Holdings Limited	07676163
Anisa Supply Chain Solutions Limited	03496176
Aptean EMEA Clearing Limited	04376578
Aptean Limited	03399429
Axant Limited	04038357
Catalyst WMS International, Limited	03057899
Consona Limited	02230947
Gould Hall Computer Services Limited	07574113
In2grate Business Solutions Limited	04695575
Industri-Matematik Limited	02779282
LINKFRESH Software Group Limited	06908104
LINKFRESH Software Limited	01950612
MVI Software Limited	04376567
MVI Technology Limited	02700276
OBS Logistics Limited	02439258
Paragon HDX Limited	03031787
Paragon Software Systems Limited	02634586
Proteus Software Limited	04403751
Respond Group Limited	05240703
RFMS (UK) Limited	09063562
Sanderson Group Limited	04968444
Sanderson Multi-Channel Retail Solutions Limited	05684599
Sanderson Technologies Limited	10628007
Saratoga Systems Limited	02467504

Company	Company number
Supply Chain Systems Limited	04515812
TheySay Limited	07874054
WKD Solutions Limited	05384595

SCHEDULE 2**Existing Security**

New Chargor	Existing Security
Anisa Consolidated Holdings Limited	Debenture dated 19 September 2017 and made between, among others, Anisa Consolidated Holdings Limited as chargor and Ross Telford
Anisa Group Holdings Limited	Debenture dated 30 September 2011 and made between, among others, Anisa Group Holdings Limited as chargor and Ross Telford
Anisa Supply Chain Solutions Limited	Debenture dated 30 September 2011 and made between, among others, Anisa Supply Chain Solutions Limited as chargor and Ross Telford
In2grate Business Solutions Limited	Debenture dated 30 September 2011 and made between, among others, In2grate Business Solutions Limited as chargor and Ross Telford
OBS Logistics Limited	Debenture dated 30 September 2011 and made between, among others, OBS Logistics Limited as chargor and Ross Telford
Proteus Software Limited	Debenture dated 5 March 2015 and made between, among others, Proteus Software Limited as chargor in favour of HSBC Bank plc
Sanderson Group Limited	Debenture dated 29 July 2011 and made between, among others, Sanderson Group Limited as chargor and HSBC Bank plc
Sanderson Multi-Channel Retail Solutions Limited	Debenture dated 29 July 2011 and made between, among others, Sanderson Multi-Channel Retail Solutions Limited as chargor and HSBC Bank plc

SCHEDULE 3

Mortgaged Property

None

SCHEDULE 4

Initial Shares

Description and Number of Shares Held

New Chorgor	Number and class of shares held
Anisa Consolidated Holdings Limited	327,076 ordinary shares of £1.00 each in Anisa Group Holdings Limited comprising 100% of the issued share capital of that company
Anisa Group Holdings Limited	302,076 £1.00 ordinary shares in Anisa Supply Chain Solutions Limited comprising 100% of the issued share capital of that company
Anisa Supply Chain Solutions Limited	10,000 ordinary shares of £0.01 in Gould Hall Computer Services Ltd comprising 100% of the issued share capital of that company
	500,000 £1.00 ordinary shares in OBS Logistics Limited comprising 100% of the issued share capital of that company
	1 £1.00 ordinary share in In2grate Business Solutions Limited comprising 100% of the issued share capital of that company
	1 £1.00 ordinary share in Anisanet Limited comprising 100% of the issued share capital of that company
	600 £1.00 ordinary shares in Pivotpoint Europe Limited comprising 100% of the issued share capital of that company
Aptean EMEA Clearing Limited	30,000 £1.00 ordinary shares in MVI Technology Limited comprising 100% of the issued share capital of that company
	2 £1.00 ordinary shares in MVI Software Limited comprising 100% of the issued share capital of that company
Aptean Limited	70,658 £1.00 ordinary shares in Paragon Software Systems Limited comprising 100% of the issued share capital of that company
	1,000 £1.00 ordinary shares in Catalyst WMS International, Limited comprising 100% of the issued share capital of that company

New Chargor	Number and class of shares held
	2 £1.00 ordinary shares in WKD Solutions Limited comprising 100% of the issued share capital of that company
	100 £1.00 ordinary shares in Saratoga Systems Limited comprising 100% of the issued share capital of that company
	200,000 £1.00 ordinary shares in Industri-Matematik Limited comprising 100% of the issued share capital of that company
	10,800 £1.00 ordinary shares in Consona Limited comprising 100% of the issued share capital of that company
	477,914 ordinary shares in Aptean EMEA Clearing Limited comprising 100% of the issued share capital of that company
Axant Limited	100 £1.00 ordinary shares in Paragon HDX Limited comprising 100% of the issued share capital of that company
Catalyst WMS International, Limited	None
Consona Limited	None
Gould Hall Computer Services Limited	100 £1.00 ordinary shares in RFMS (UK) Ltd comprising 100% of the issued share capital of that company
In2grate Business Solutions Limited	None
Industri-Matematik Limited	None
LINKFRESH Software Group Limited	929,481 £0.01 ordinary shares in Linkfresh Software Limited comprising 100% of the issued share capital of that company
	2,085,500 £0.10 ordinary shares in Supply Chain Systems Limited comprising 100% of the issued share capital of that company
LINKFRESH Software Limited	None
MVI Software Limited	None
MVI Technology Limited	None

New Chargor	Number and class of shares held
OBS Logistics Limited	500,000 £1.00 ordinary shares in Sia Anisa Limited comprising 100% of the issued share capital of that company
Paragon HDX Limited	None
Paragon Software Systems Limited	180,004 £1.00 ordinary shares in Axant Limited comprising 100% of the issued share capital of that company
	1 £1.00 ordinary shares in Paragon Software Systems Trustee Limited comprising 100% of the issued share capital of that company
Proteus Software Limited	None
Respond Group Limited	28,903,446 Ordinary shares of £0.0000001 each in TheySay Limited comprising 100% of the issued share capital of that company
RFMS (UK) Limited	None
Sanderson Group Limited	242,231 ordinary shares of £1.00 each in Anisa Consolidated Holdings Limited comprising 100% of the issued share capital of that company
	1,000 ordinary shares of £1.00 each in Sanderson Multi-Channel Retail Solutions Ltd comprising 100% of the issued share capital of that company
	1 ordinary share of £1.00 in Sanderson Technologies Limited comprising 100% of the issued share capital of that company
	1 ordinary share of £0.01 in Poplar 600 Ltd comprising 100% of the issued share capital of that company
	2,100,002 ordinary shares of £1.00 each in Sanderson Ltd comprising 100% of the issued share capital of that company
	1 ordinary share of £1.00 in Sanderson Multi-Channel Solutions Ltd comprising 100% of the issued share capital of that company
	100 ordinary shares of £0.01 each in Sonarsend Ltd comprising 100% of the issued share capital of that company

New Chargor	Number and class of shares held
Sanderson Multi-Channel Retail Solutions Limited	27,000 £1.00 ordinary shares in Sanderson Retail Systems Limited comprising 100% of the issued share capital of that company
	50,000 £1.00 ordinary shares in Priam Retail Solutions Limited comprising 100% of the issued share capital of that company
Sanderson Technologies Limited	None
Saratoga Systems Limited	None
Supply Chain Systems Limited	None
TheySay Limited	None
WKD Solutions Limited	None

EXECUTION PAGES TO SECURITY ACCESSION DEED

The New Chargors

Executed as a deed by Anisa Consolidated Holdings Limited
acting by:

[Redacted Signature]

signature of director
Hellen Stein

print name of director
Director

[Redacted Signature]

signature of director
Sandra Cummings

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton,
England, NN4 7YB
Hellen Stein
Attention:.....

Executed as a deed by Anisa Group Holdings Limited
acting by:

[Redacted Signature]

signature of director
Hellen Stein

print name of director
Director

[Redacted Signature]

signature of director
Sandra Cummings

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton,
England, NN4 7YB
Hellen Stein
Attention:.....

Executed as a deed by Anisa Supply
Chain Solutions Limited
acting by:

[Redacted Signature]

signature of director
Sandra Cummings

print name of director
Director

[Redacted Signature]

signature of director
Hellen Stein

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton,
England, NN4 7YB
Hellen Stein
Attention:.....

Executed as a deed by Aptean Limited
acting by:

[Redacted Signature]

signature of director
Sandra Cummings

print name of director
Director

[Redacted Signature]

signature of director
Hellen Stein

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton,
England, NN4 7YB
Hellen Stein
Attention:.....

Executed as a deed by Axant Limited
acting by:

[Redacted Signature]

signature of director
Hellen Stein

print name of director
Director

[Redacted Signature]

signature of director
Kevin McAdams

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton,
England, NN4 7YB
Hellen Stein
Attention:.....

Executed as a deed by Catalyst WMS
International, Limited
acting by:

[Redacted Signature]

signature of director
Hellen Stein

print name of director
Director

[Redacted Signature]

signature of director
Sandra Cummings

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton,
England, NN4 7YB
Hellen Stein
Attention:.....

Executed as a deed by Consona Limited
acting by:

[Redacted Signature]

signature of director
Sandra Cummings

print name of director
Director

[Redacted Signature]

signature of director
Hellen Stein

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton,
England, NN4 7YB
Hellen Stein
Attention:.....

Executed as a deed by Gould Hall
Computer Services Limited
acting by:

[Redacted Signature]

signature of director
Sandra Cummings

print name of director
Director

[Redacted Signature]

signature of director
Hellen Stein

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton, England,
NN4 7YB
Hellen Stein
Attention:.....

Executed as a deed by In2grate Business
Solutions Limited
acting by:

[Redacted Signature]

signature of director
Hellen Stein

print name of director
Director

[Redacted Signature]

signature of director
Sandra Cummings

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton,
England, NN4 7YB
Hellen Stein
Attention:.....

Executed as a deed by Industri-Matematik
Limited
acting by:

[Redacted Signature]

signature of director
Hellen Stein

print name of director
Director

[Redacted Signature]

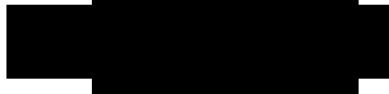
signature of director
Sandra Cummings

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton, England,
NN4 7YB
Hellen Stein
Attention:.....

Executed as a deed by LINKFRESH
Software Group Limited
acting by:



signature of director
Sandra Cummings

print name of director
Director



signature of director
Hellen Stein

print name of director
Director

Notice Details

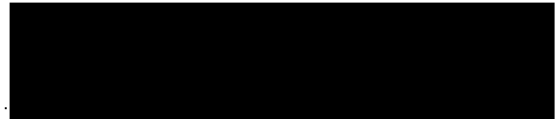
Address: 7 Rushmills, Northampton,
England, NN4 7YB
Hellen Stein
Attention:.....

Executed as a deed by LINKFRESH
Software Limited
acting by:



signature of director
Sandra Cummings

print name of director
Director



signature of director
Hellen Stein

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton, England,
NN4 7YB
Hellen Stein
Attention:.....

Executed as a deed by Apteau EMEA
Clearing Limited **acting by:**

[Redacted Signature]

signature of director
Hellen Stein

print name of director
Director

[Redacted Signature]

signature of director
Sandra Cummings

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton,
England, NN4 7YB
Hellen Stein
Attention:.....

Executed as a deed by MVI Software
Limited
acting by:

[Redacted Signature]

signature of director
Hellen Stein

print name of director
Director

[Redacted Signature]

signature of director
Sandra Cummings

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton, England,
NN4 7YB
Hellen Stein
Attention:.....

Executed as a deed by MVI Technology
Limited
acting by:

[Redacted Signature]

signature of director
Sandra Cummings

print name of director
Director

[Redacted Signature]

signature of director
Hellen Stein

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton,
England, NN4 7YB
Hellen Stein
Attention:.....

Executed as a deed by OBS Logistics
Limited
acting by:

[Redacted Signature]

signature of director
Sandra Cummings

print name of director
Director

[Redacted Signature]

signature of director
Hellen Stein

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton, England,
NN4 7YB
Hellen Stein
Attention:.....

Executed as a deed by Paragon HDX
Limited
acting by:

[Redacted Signature]

signature of director
Hellen Stein

print name of director
Director

[Redacted Signature]

signature of director
Kevin McAdams

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton,
England, NN4 7YB
Attention: Hellen Stein

Executed as a deed by WKD Solutions
Limited
acting by:

[Redacted Signature]

signature of director
Hellen Stein

print name of director
Director

[Redacted Signature]

signature of director
Sandra Cummings

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton,
England, NN4 7YB
Attention: Hellen Stein

Executed as a deed by Paragon Software
Systems Limited
acting by:

[Redacted Signature]

signature of director
Kevin McAdams

print name of director
Director

[Redacted Signature]

signature of director
Hellen Stein

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton,
England, NN4 7YB
Hellen Stein
Attention:.....

Executed as a deed by Proteus Software
Limited
acting by:

[Redacted Signature]

signature of director
Sandra Cummings

print name of director
Director

[Redacted Signature]

signature of director
Hellen Stein

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton, England,
NN4 7YB
Hellen Stein
Attention:.....

Executed as a deed by Respond Group
Limited
acting by:

[Redacted Signature]

signature of director
Hellen Stein

print name of director
Director

[Redacted Signature]

signature of director
Sandra Cummings

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton,
England, NN4 7YB
Hellen Stein
Attention:.....

Executed as a deed by RFMS (UK) Limited
acting by:

[Redacted Signature]

signature of director
Hellen Stein

print name of director
Director

[Redacted Signature]

signature of director
Sandra Cummings

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton, England,
NN4 7YB
Hellen Stein
Attention:.....

Executed as a deed by Sanderson Group
Limited
acting by:

[Redacted Signature]

signature of director
Sandra Cummings

print name of director
Director

[Redacted Signature]

signature of director
Hellen Stein

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton,
England, NN4 7YB
Hellen Stein
Attention:.....

Executed as a deed by Sanderson Multi-
Channel Retail Solutions Limited
acting by:

[Redacted Signature]

signature of director
Sandra Cummings

print name of director
Director

[Redacted Signature]

signature of director
Hellen Stein

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton, England,
NN4 7YB
Hellen Stein
Attention:.....

Executed as a deed by Sanderson
Technologies Limited
acting by:



signature of director
Sandra Cummings

print name of director
Director



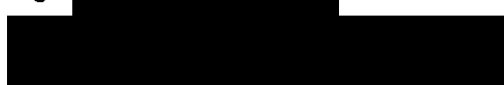
signature of director
Hellen Stein

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton,
England, NN4 7YB
Hellen Stein
Attention:.....

Executed as a deed by Saratoga Systems
Limited
acting by:



signature of director
Sandra Cummings

print name of director
Director



signature of director
Hellen Stein

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton, England,
NN4 7YB
Hellen Stein
Attention:.....

Executed as a deed by Supply Chain
Systems Limited
acting by:

[Redacted Signature]

signature of director
Hellen Stein

print name of director
Director

[Redacted Signature]

signature of director
Sandra Cummings

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton,
England, NN4 7YB
Hellen Stein
Attention:.....

Executed as a deed by TheySay Limited
acting by:

[Redacted Signature]

signature of director
Hellen Stein

print name of director
Director

[Redacted Signature]

signature of director
Sandra Cummings

print name of director
Director

Notice Details

Address: 7 Rushmills, Northampton, England,
NN4 7YB
Hellen Stein
Attention:.....

The Collateral Agent

Executed by GOLUB CAPITAL MARKETS LLC as
Collateral Agent:



Name: Robert G. Tuchscherer

Title: Managing Director