



Registration of a Charge

Company name: **CEDAR CONSULTING (UK) LIMITED**

Company number: **03515739**



X7ECOC20

Received for Electronic Filing: **12/09/2018**

Details of Charge

Date of creation: **11/09/2018**

Charge code: **0351 5739 0002**

Persons entitled: **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND AS
SECURITY TRUSTEE**

Brief description: **NONE.**

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:

ASHURST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3515739

Charge code: 0351 5739 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th September 2018 and created by CEDAR CONSULTING (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th September 2018 .

Given at Companies House, Cardiff on 14th September 2018

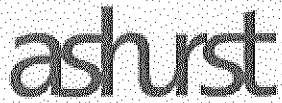
The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



EXECUTION VERSION

Security Accession Deed

Cedar Consulting Holdco Limited and Cedar Consulting
(UK) Limited
as New Charging Companies

and

The Governor and Company of the Bank of Ireland
as Security Agent

Note: the application of recoveries under this security accession deed is
regulated by the terms of the Intercreditor Agreement

11 September 2018

THIS SECURITY ACCESSION DEED is made on 11 September 2018

BETWEEN:

- (1) **CEDAR CONSULTING HOLDCO LIMITED** (a company incorporated in England and Wales with registered number 11383466) and **CEDAR CONSULTING (UK) LIMITED** (a company incorporated in England and Wales with registered number 03515739) (each a "New Charging Company" and together the "New Charging Companies"); and
- (2) **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as security trustee for itself and the other Secured Parties (the "Security Agent").

RECITAL:

This deed is supplemental to a debenture dated 15 May 2017 between, inter alia, the Charging Companies named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "Debenture").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

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

1.2 Construction

Clause 1.2 (Construction) of the Debenture will be deemed to be set out in full in this deed, but as if references in that clause to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGING COMPANY

2.1 Accession

Each New Charging Company agrees to be a Charging Company 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 Charging Company.

2.2 Covenant to Pay

Each New Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Secured Obligations when they fall due for payment.

2.3 Fixed Charges

Each New Charging Company, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest (but excluding any such assets situated in Scotland) and, in each case, all Related Rights:

- (a) by way of first legal mortgage, all Property (including as specified in schedule 1 (Property)); and
- (b) by way of first fixed charge:

- (i) all other Interests (not effectively charged under clause 2.3(a)) in the Property;
- (ii) all Subsidiary Shares (including as specified in schedule 2 (Subsidiary Shares));
- (iii) all Investments (other than the Subsidiary Shares);
- (iv) all Equipment;
- (v) all Book Debts;
- (vi) all Cash Collateral Accounts (including as specified in schedule 3 (Cash Collateral Accounts (Blocked)));
- (vii) all Intellectual Property (including as specified in schedule 4 (Intellectual Property));
- (viii) its goodwill and uncalled capital; and
- (ix) to the extent not effectively assigned by clause 2.4 (Security Assignment):
 - (A) the Assigned Agreements;
 - (B) the Insurances; and
 - (C) the Hedging Agreements.

2.4 Security Assignment

As further security for the payment and discharge of the Secured Obligations, each New Charging Company assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets, both present and future, and in each case, all Related Rights:

- (a) the Assigned Agreements (including as specified in schedule 5 (Assigned Agreements));
- (b) the Insurances (including as specified in schedule 6 (Insurance Policies)); and
- (c) the Hedging Agreements,

provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of the New Charging Company re-assign the relevant rights, title and interest in the assigned assets to the New Charging Company (or as it shall direct).

2.5 Fixed Security

Clause 2.3 (Fixed Charges) and clause 2.4 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

2.6 Floating Charge

As further security for the payment and discharge of the Secured Obligations, the New Charging Company charges with full title guarantee in favour of the Security Agent by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.5 (Fixed Charges) or assigned under clause 2.4 (Security Assignment) and including for the avoidance of doubt all such assets situated in Scotland or otherwise governed by Scots law irrespective of whether the same are secured by a first fixed charge or otherwise.

3. INCORPORATION INTO DEBENTURE

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

4. NOTICES

Each New Charging Company confirms that its address details for notices are as described in the signature blocks below.

5. LAW

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or any non-contractual obligation arising out of or in connection with this deed).

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

SCHEDULE 1

Property

None as at the date of this deed.

SCHEDULE 2**Subsidiary Shares**

Charging Company	Subsidiary	Registered Number of Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Cedar Consulting Holdco Limited	Cedar Consulting (UK) Limited	03515739	1,149,635 Ordinary Shares of £1	N/A

SCHEDULE 3**Cash Collateral Accounts (Blocked)**

None as at the date of this deed.

Collection Accounts (Not blocked)

COMPANY	BANK	SORT CODE/ACCOUNT NO.	TYPE
CEDAR CONSULTING UK LIMITED	NATIONAL WESTMINSTER BANK PLC		CHEQUE ACCOUNT
CEDAR CONSULTING UK LIMITED	NATIONAL WESTMINSTER BANK PLC		SAVINGS ACCOUNT
CEDAR CONSULTING UK LIMITED	NATIONAL WESTMINSTER BANK PLC		EUR CURRENCY ACCOUNT
CEDAR CONSULTING UK LIMITED	NATIONAL WESTMINSTER BANK PLC		CHF CURRENCY ACCOUNT
CEDAR CONSULTING UK LIMITED	NATIONAL WESTMINSTER BANK PLC		USD CURRENCY ACCOUNT

SCHEDULE 4

Intellectual Property

None as at the date of this deed.

SCHEDULE 5

Assigned Agreements

None as at the date of this deed.

SCHEDULE 6

Insurance Policies

None as at the date of this deed.

SCHEDULE 7

Equipment

None as at the date of this deed.

SCHEDULE 8

Intra-Group Loans

None as at the date of this deed.

SIGNATORIES TO DEED OF ACCESSION

New Charging Companies

Executed as a deed by
**CEDAR CONSULTING HOLDCO
LIMITED:**

)
)
)
)

Signature of director

Name of director

ANDREW LANGFORD

Signature of witness

Name of witness

CHLOE SYKES

Address of witness

Occupation of witness

Notice Details

Address: c/o Version 1 Holdings Limited
Millennium House
Millennium Walkway
Dublin 1
D01 F5P8
Ireland

Attention: The Chief Financial Officer
Email: andrew.langford@version1.com

Signature page to Security Accession Deed

Executed as a deed by)
CEDAR CONSULTING (UK) LIMITED:)
)
)

Signature of director

Name of director

ANDREW LANGFORD

Signature of witness

Name of witness

CHLOE SYKES

Address of witness

Occupation of witness

Notice Details

Address: c/o Version 1 Holdings Limited
Millennium House
Millennium Walkway
Dublin 1
D01 F5P8
Ireland

Attention: The Chief Financial Officer
Email: andrew.langford@version1.com

Security Agent

Signed and Delivered as a

Deed by A BROSNAN and S QUINN

As Attorneys for)
THE GOVERNOR AND COMPANY OF)
THE BANK OF IRELAND)
In the presence of:)

Signature of witness

Name of witness

Address of witness

Occupation of witness

Laura Flynn

Bank of Ireland Corporate Banking
2 Burlington Plaza, Burlington Road,
Dublin 4

Address: The Governor and Company of the Bank of Ireland
Transaction Support/Agency Team
Bank of Ireland Corporate Banking
2 Burlington Plaza
Burlington Road
Dublin 4
Ireland

Email: Aidan.brosnan@boi.com / maeve.dardis@boi.com

Attention: Aidan Brosnan / Maeve Dardis