

# MR01

## Particulars of a charge

100928/69



Companies House



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is be payable with this form  
Please see 'How to pay' on

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument. Use form MR08

MONDAY



LD5

\*L68FVKS8\*

12/06/2017

#64

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

### 1 Company details

Company number 0 6 2 1 7 8 3 7

Company name in full ACCELYA UK LIMITED

3

For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date d 0 d 9 m 0 m 6 y 2 y 0 y 1 y 7

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name ☒ UNICREDIT BANK AG, LONDON BRANCH

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

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## Particulars of a charge

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**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

N/A

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**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ **Yes**
☐ **No**

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**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ **Yes**

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ **Yes**
☐ **No**

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**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

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**Signature**

Please sign the form here.

Signature

Signature

X *Lothian & Wathling* X

This form must be signed by a person with an interest in the charge.

# MRO1

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name  
Cigi Maria Puthuppally

Company name  
Latham & Watkins

Address  
99 Bishopsgate

Post town  
London

County/Region  
London

Postcode  
E C 2 M 3 X F

Country  
United Kingdom

DX

Telephone  
020 7710 1062



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



**FILE COPY**

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

Company number: 6217837

Charge code: 0621 7837 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th June 2017 and created by ACCELYA UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th June 2017.

P

Given at Companies House, Cardiff on 19th June 2017



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

## SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 9 June 2017

### BETWEEN:

- (1) **Accelya UK Limited**, a company incorporated in England and Wales with registered number 06217837 (the "New Chargor"); and
- (2) **UniCredit Bank AG, London Branch** as security trustee for itself and the other Secured Parties (the "Security Agent").

### RECITAL:

This deed is supplemental to a debenture dated 17 March 2017 between the Chargors named therein and the Security Agent, as previously supplemented 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 meaning when used in this deed.

##### 1.2 Construction

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) 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" and other similar expressions were references to this deed.

#### 2. ACCESSION OF NEW CHARGOR

##### 2.1 Accession

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

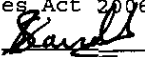
##### 2.2 Covenant to pay

The New Chargor as primary obligor covenants with and undertakes to the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations owed by it when they fall due for payment in accordance with the terms of the relevant Secured Debt Document.

##### 2.3 Specific Security

Subject to Clause 3.5 (*Property Excluded from Security*) of the Debenture, the New Chargor, as continuing security for the payment of the Secured 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:

"I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration under section 859A of the Companies Act 2006 is a correct copy of the original security instrument.

Signature: 

Date: 12/06/17 "

- (a) by way of first equitable mortgage, all the Shares and Investments and all corresponding Related Rights;
- (b) by way of first fixed charge:
  - (i) all of its rights, title and interest in the Intellectual Property;
  - (ii) all of its rights, title and interest in the Equipment (but excluding the New Chargor's stock in trade or work in progress);
  - (iii) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;
  - (iv) all monies from time to time standing to the credit of the Operating Accounts and any other accounts which it may have with any bank, financial institution or other person (including any interest and other sums accruing thereon) and all of its rights, title and interest in, and benefits and proceeds deriving from or arising in connection with, those accounts;
  - (v) its goodwill and uncalled capital; and
  - (vi) if not effectively assigned by Clause 2.5 (*Security Assignment*), all its rights, title and interests in (and proceeds and claims under) the Hedging Agreements, the Insurance Policies and the Assigned Agreements,

and includes, in respect of each of the above charged assets, (as appropriate), the benefit of all licences, consents and agreements held by the New Chargor in connection with the use of the asset, any monies or income paid or payable in respect of the asset, any proceeds of the sale of the asset and any other property, rights or claims relating to, accruing to or deriving from the asset.

#### 2.4 Floating Charge

- (a) As further continuing security for the payment of the Secured Obligations, the New Chargor charges with full title guarantee in favour of the Security 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, for the avoidance of doubt, any Properties).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.

#### 2.5 Security Assignment

As further continuing security for the payment of the Secured Obligations, the New Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in:

- (a) the Hedging Agreements;
- (b) the Insurance Policies; and
- (c) the Assigned Agreements,

subject in each case to reassignment by the Security Agent to the New Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations. To the extent that any Hedging Agreement, Insurance Policy or Assigned Agreement described in

this Clause 2.5 is not assignable, the assignment which this clause purports to effect shall operate as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Hedging Agreement, Insurance Policy or Assigned Agreement.

**3. NEGATIVE PLEDGE**

The New Chargor may not:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property (other than the Security created under this deed);
- (b) sell, assign, novate, transfer, licence, lease out, lend or otherwise dispose of all or any part of the Charged Property under this deed (other than in respect of assets charged under Clause 2.4(a) (*Floating Charge*) on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except to the extent permitted by the Secured Debt Documents or with the prior consent of the Security Agent.

**4. 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" and other similar expressions will be deemed to be references to the Debenture as supplemented by this deed.

**5. NOTICES**

The New Chargor confirms that its address details for notices in relation to Clause 22 (*Notices*) of the Debenture are as follows:

Address: Avenue Court, Victoria Avenue, Camberley, Surrey, GU15 3HX

Email: [john.johnston@accelya.com](mailto:john.johnston@accelya.com) / [elena.garcia@accelya.com](mailto:elena.garcia@accelya.com)

Attention: John Johnston / Elena Garcia

**6. GOVERNING LAW**

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

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

**SIGNATORIES TO DEED OF ACCESSION**

**THE NEW CHARGOR**

**EXECUTED as a DEED by**  
**ACCELYA UK LIMITED acting by:** **REDACTED**

John Johnston as Director: \_\_\_\_\_

In the presence of:

Witness: \_\_\_\_\_ **REDACTED**

Name: RAQUEL FRANQUESA

Address: REDACTED

Occupation: Finance Administrator

Notice copy to: Warburg Pincus International LLC

Address: Almack House, 28 King Street, London, SW1Y 6QW

Attention: David Reis

Email: David.Reis@warburgpincus.com



**THE SECURITY AGENT**

**EXECUTED as a DEED by  
UNICREDIT BANK AG, LONDON BRANCH acting by:**

**REDACTED**

**REDACTED**

**Name:** Caroline Penstone  
**Title:** Associate Director

**Name:** Gillian Akhurst  
**Title:** Director

**Notice Details**

**Address:** Moor House, 120 London Wall, London, EC2Y 5ET  
**Facsimile:** +44 20 7826 1520  
**Attention:** Loans Agency  
**Email:** [agency@unicreditgroup.co.uk](mailto:agency@unicreditgroup.co.uk)

**SCHEDULES TO DEED OF ACCESSION**

**SCHEDULE 1**

**SHARES AND INVESTMENTS**

None as of the date of this Accession Deed

**SCHEDULE 3**

**EQUIPMENT**

**Equipment at office premises at the following address**

Avenue Court, Victoria Avenue, Camberley, Surrey, GU15 3HX

**SCHEDULE 4**  
**BANK ACCOUNTS**

<b>Name of Chargor</b>	<b>Name and address of institution at which account is held</b>	<b>Account Number</b>	<b>Sort / Swift Code</b>	<b>Currency</b>
	Barclays Bank PLC	REDACTED		
Accelya UK Limited	210 High Street, Hounslow Middlesex TW3 1DL		REDACTED	GBP
	Barclays Bank PLC			
Accelya UK Limited	210 High Street, Hounslow Middlesex TW3 1DL	REDACTED		EUR

**SCHEDULE 5**  
**INSURANCE POLICIES**

**Insurance Company**

**Insurance Type**

**ACE Europe**

***Business Interruption and Property Damage***