

# MR01

## Particulars of a charge

236679/13 ✓

# Laserform

A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

✓ **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

For further information, please  
refer to our guidance at

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 must be  
scanned and placed on the public record. **Do not send the original.**



LD3 21/12/2015 #236  
COMPANIES HOUSE

### 1 Company details

Company number 0 6 2 1 7 8 3 7

Company name in full Accelya UK Limited

0002 For official use

→ **Filing 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 01 08 2015

### 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  
(the Security Agent)

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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4

**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

Brief description

Freehold property known as Avenue Court, Victoria Avenue, Camberley, GU15 3HX registered at HM Land Registry under title number SY67420

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

5

**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

6

**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

8

**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)

9

**Signature**

Please sign the form here

Signature

Signature

X Allen & Overy LLP for and on behalf of the Securing Agent. X

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

# MR01

## 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 **Zhen Yang Kua / Jemma Olsen**

Company name  
**Allen & Overy LLP**

Address **One Bishops Square**

Post town **London**

County/Region

Postcode **E 1 6 A D**

Country **United Kingdom**

DX

Telephone **020 3088 0000**



### 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 £13 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk) 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 6217837

Charge code: 0621 7837 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2015 and created by ACCELYA UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st December 2015

Given at Companies House, Cardiff on 31st December 2015

(P)



**Companies House**



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

EXECUTION VERSION

## CONFIRMATORY SECURITY AGREEMENT

relating to a Security Agreement dated 3 March 2014

18 DECEMBER 2015

Between

ACCELYA UK LIMITED

ACCELYA HOLDING WORLD S.L.U.

ACCELYA HOLDING (LUXEMBOURG) S.A.

as Chargors

and

UNICREDIT BANK AG, LONDON BRANCH  
as Security Agent

EXCEPT FOR MATERIAL REDACTED  
PURSUANT TO S859C OF THE  
COMPANIES ACT 2006 I CERTIFY  
THAT THIS IS A CORRECT COPY  
OF THE ORIGINAL DOCUMENT

Allen & Overy LLP  
ONE FISHMARK SQUARE

ALLEN & OVERY EL 6AD

Allen & Overy LLP

18 DECEMBER 2015

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## **Signatories**

**THIS DEED** is dated 18 December 2015 and made

**BETWEEN**

- (1) **ACCELYA UK LIMITED** (a company incorporated under the laws of England with registered number 06217837) (the **English Chargor**),
- (2) **ACCELYA HOLDING WORLD S.L.U** (a company incorporated under the laws of Spain registered with the Mercantile Registry of Barcelona at Volume 40,543, Sheet 16, Page B-342708 and with Spanish tax identification number B-64473739) (the **Spanish Chargor**),
- (3) **ACCELYA HOLDING (LUXEMBOURG) S.A.** (formerly Accelya International S A ) a private limited liability company (*société anonyme*) incorporated and existing under the laws of the Grand Duchy of Luxembourg with its registered office at 41, Avenue de la Gare, L-1611 Luxembourg and registered with the Luxembourg trade and companies register under the number B 184090 (the **Lux Chargor** and together with the English Chargor and the Spanish Chargor the **Chargors**), and
- (4) **UNICREDIT BANK AG, LONDON BRANCH** (the **Security Agent**), as agent and trustee for the Secured Parties

**BACKGROUND**

- (A) Pursuant to an English law security agreement dated 3 March 2014 between the Chargors and the Security Agent (the **Original Security Agreement**), the Chargors created Security Interests over certain of their assets as security for, among other things, the Secured Liabilities
- (B) The Facilities Agreement will be amended and restated by an amendment agreement dated on or about the date of this Deed between, among others, the Chargors and the Security Agent (the **Amendment Agreement**)
- (C) The Chargors and the Security Agent consider that the Security Interests created by the Chargors under the Original Security Agreement secure payment of the Secured Liabilities (as defined below) but are entering into this Deed in case they do not
- (D) This Deed is supplemental to the Original Security Agreement
- (E) This Deed is a Finance Document
- (F) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

**IT IS AGREED** as follows

**1. INTERPRETATION**

**1.1 Definitions**

In this Deed

**Amended Facilities Agreement** means the Facilities Agreement as amended by the Amendment Agreement

**Secured Liabilities** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Secured Party under each Finance Document (including the Amended Facilities Agreement) to which an Obligor is a party (but (i) in the case of each Chargor, subject to any limitations applicable to that Chargor in clause 19 (Guarantee and Indemnity) of the Amended Facilities Agreement or any other Finance Document and (ii) in case of the Spanish Chargor, excluding the Excluded Liabilities)

## **1.2 Construction**

- (a) Capitalised terms defined in the Original Security Agreement whether directly or by reference to the Facilities Agreement have, unless expressly defined in this Deed, the same meaning in this Deed
- (b) The provisions of clauses 1.2 (Construction) and 1.3 (Third Party Rights) of the Original Security Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Original Security Agreement shall be deemed to be references to this Deed and references to the Facilities Agreement shall be deemed to be references to the Amended Facilities Agreement

## **2. CREATION OF SECURITY**

### **2.1 General**

- (a) All the security created under this Deed
  - (i) is created in favour of the Security Agent,
  - (ii) is created over present and future assets of each Chargor,
  - (iii) is security for the payment of all the Secured Liabilities,
  - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
  - (v) is created in addition to and do not affect the Security Interests created by the Original Security Agreement
- (b) If any assets in which the English Chargor has an interest are subject to a legal requirement or third party arrangement preventing those assets from being assigned or charged (an **Excluded Asset**)
  - (i) this Security will secure all amounts which that Chargor may receive, or has received in respect of those assets,
  - (ii) subject to the Agreed Security Principles, if the Security Agent determines, acting reasonably, that the Excluded Assets are material in the context of the business of the Group as a whole (and taking into account the Parent's view on any potential impact on commercial relationships with third parties), that Chargor must promptly on request by the Security Agent use its reasonable endeavours for a maximum period of 20 Business Days (provided that it is satisfied that such endeavours will not involve placing commercial relationships with third parties in jeopardy) to obtain the consent of the relevant person to those assets being assigned or charged under this Deed. If the relevant Chargor has used reasonable endeavours, but has not been able to obtain such consent within 20 Business Days, its obligations to obtain consent shall cease on the expiry of that period, and the relevant Excluded Asset will be excluded from the charges created under this Deed and from the operation of clause 23.34 (Further Assurances) of the Amended Facilities Agreement, but if



such consent is obtained the assignment or charge will take effect once that consent has been obtained, and

- (iii) the relevant Chargor must promptly supply to the Security Agent a copy of the consent obtained by it
- (c) The Security Agent holds the benefit of this Deed on trust for the Finance Parties
- (d) Where this Deed purports to create a first fixed Security Interest, that Security Interest will be a second ranking Security Interest ranking subject to the equivalent Security Interests created by the Original Security Agreement
- (e) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement and the same asset or right is expressed to be assigned again under this Deed, that second assignment will take effect as a first fixed charge over the right or asset and will only take effect as an assignment if the relevant Security Interest created by the Original Security Agreement ceases to have effect at a time when this Deed still has effect

## 2.2 Land

- (a) Subject to clause 2 1(b), the English Chargor charges
  - (i) by way of a first legal mortgage all estates or interests in any material freehold or material leasehold property now owned by it, this includes the real property (if any) specified in Schedule 1 (Security Assets) under the heading **Real Property**, and
  - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold property or any leasehold property to the extent the leasehold interest is of a term of ten years or more
- (b) A reference in this Clause to a mortgage or charge of any freehold or leasehold property includes all buildings, fixtures, fittings and fixed plant and machinery on that property

## 3. CHARGE AND INCORPORATION

The provisions of clauses 2 3 (Investments) to 17 (Release) (inclusive) of the Original Security Agreement are deemed to be incorporated into this Deed, except that references to

- (a) the **Facilities Agreement** shall be deemed to be references to the Amended Facilities Agreement,
- (b) **Schedule 3 (Forms of letter for Account Bank)** shall be deemed to be references to Schedule 2 (Forms of letter for Account Bank) of this Deed, and
- (c) any action required to be taken by the Chargors on or following, or any representation required to be made by the Chargors on or by reference to, the date of the Original Security Agreement shall be deemed to be required to be taken or to be made on, following or by reference to (as the case may be) the date of this Deed (save that any certificates and other documents of title or evidence of ownership in relation to the Security Assets, including any blank undated stock transfer forms which have already been delivered under the Original Security Agreement shall not be required to be delivered under the terms of this Deed)

#### **4 CONFIRMATION**

Each Chargor confirms that

- (a) any Security Interest created by it under the Original Security Document extends to the obligations of the Obligors under the Finance Documents (including the Amended Facilities Agreement) subject to any limitations set out in the Original Security Document,
- (b) the obligations of the Obligors arising under the Amended Facilities Agreement are included in the Secured Liabilities subject to any limitations set out in the Original Security Document,
- (c) the Security and the Security Interests created under the Original Security Document continue in full force and effect on the terms of the Original Security Document, and
- (d) the Original Security Document remains in full force and effect

#### **5. COUNTERPARTS**

This Deed 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 Deed

#### **6. GOVERNING LAW**

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

#### **7. ENFORCEMENT**

- (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) Each Party agrees 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 7 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute
  - (i) against any Obligor (other than any French Obligor) in any other courts with jurisdiction, or
  - (ii) against any French Obligor before any other courts with jurisdiction by reason of the registered office of the French Obligor

To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions

**THIS DEED** has been entered into as a deed on the date stated at the beginning of this Deed



**SCHEDULE 2**  
**FORMS OF LETTER FOR ACCOUNT BANK**

**PART 1**

**NOTICE TO ACCOUNT BANK**

To [Account Bank]

Copy UniCredit Bank AG, London Branch

[Date]

Dear Sirs,

**Confirmatory Security Agreement dated [●] between Accelya UK Limited, Accelya Holding World S L.U. and UniCredit Bank AG, London Branch (the Security Agreement) in connection with an English law Security Agreement dated 3 March 2014**

This letter constitutes notice to you that under the Security Agreement we (the **Chargor**) have charged (by way of a fixed charge) in favour of UniCredit Bank AG, London Branch (the **Security Agent**) all our rights in respect of any amount standing to the credit of the account maintained by us with you (Account no [ ] sort code [ ]) (the **Charged Account**) and the debt represented by it

We irrevocably instruct and authorise you to

- (a) disclose to the Security Agent any information relating to the Charged Account requested from you by the Security Agent, [and]
- (b) [after receiving notice from the Security Agent of the occurrence of a Declared Default which is continuing, comply with the terms of any written notice or instruction relating to the Charged Account received by you from the Security Agent,]<sup>1</sup>
- (c) after receiving notice from the Security Agent of the occurrence of a Declared Default which is continuing, hold all sums standing to the credit of the Charged Account to the order of the Security Agent, [and]
- (d) [after receiving notice from the Security Agent of the occurrence of a Declared Default which is continuing, pay or release any sum standing to the credit of the Charged Account in accordance with the written instructions of the Security Agent ]<sup>2</sup>

[After the occurrence of a Declared Default which is continuing, ]<sup>3</sup>we are not permitted to withdraw any amount from the Charged Account without the prior written consent of the Security Agent

We acknowledge that you may comply with the instructions in this letter without any further permission from us or enquiry by you

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent

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<sup>1</sup> N/A in respect of the Mandatory Prepayment Account

<sup>2</sup> N/A in respect of the Mandatory Prepayment Account

<sup>3</sup> N/A in respect of the Mandatory Prepayment Account

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at [ADDRESS] with a copy to us

Yours faithfully,

(Authorised Signatory)

[Chargor]

## PART 2

### ACKNOWLEDGEMENT OF ACCOUNT BANK

[On the letterhead of the Account Bank]

To UniCredit Bank AG, London Branch

Copy [Chargor]

[Date]

Dear Sirs,

**Confirmatory Security Agreement dated [●] between Accelya UK Limited, Accelya Holding World S.L.U. and UniCredit Bank AG, London Branch (the Security Agreement) in connection with an English law Security Agreement dated 3 March 2014**

We confirm receipt from [ ] (the **Chargor**) of a notice dated [ ] of a charge upon the terms of the Security Agreement over all the rights of the Chargor to any amount standing to the credit of its account with us (Account no [ ], sort code [ ]) (the **Charged Account**) and the debt represented by it

We confirm

- (a) that we accept the instructions contained in the notice and agree to comply with the notice,
- (b) that we have not received notice of the interest of any third party in the Charged Account,
- (c) that we have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Charged Account, and
- (d) [that, after receiving notice from the Security Agent of the occurrence of a Declared Default which is continuing, we will not permit any amount to be withdrawn from the Charged Account without your prior written consent ]<sup>4</sup>

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

Yours faithfully,

(Authorised signatory)

[Account Bank]

---

<sup>4</sup> N/A in respect of the Mandatory Prepayment Account

**SIGNATORIES**

**Chargors**

EXECUTED AS A DEED by  
ACCELYA UK LIMITED  
acting by

[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Director **PHILIPPE LESUEUR**

In the presence of

[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Witness's signature

Name **ELENA GARCIA**

Address

[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

EXECUTED AS A DEED by  
ACCELYA HOLDING WORLD S L.U  
acting by

)

)

Name **JOSE MARIA HURTADO**  
Title Authorised signatory  
acting under the authority of that company

[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

In the presence of

[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Witness's signature

Name **ELENA GARCIA**

Address

[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

EXECUTED AS A DEED by  
ACCELYA HOLDING (LUXEMBOURG) S A  
acting by

[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Name **PHILIPPE LESUEUR**  
Title Authorised signatory  
acting under the authority of that company

In the presence of

[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Witness's signature

Name **ELENA GARCIA**

Address

[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

**Security Agent**

**UNICREDIT BANK AG, LONDON BRANCH**

By [REDACTED]  
[REDACTED UNDER S859C OF THE COMPANIES ACT 2006]

**Andrew Osborne**

By [REDACTED]  
[REDACTED UNDER S859C OF THE COMPANIES ACT 2006]

[REDACTED UNDER S859C OF THE COMPANIES ACT 2006]

**Antonella Ambrosini-Jones**

[REDACTED UNDER S859C OF THE COMPANIES ACT 2006]