



Registration of a Charge

Company name: **THROGMORTON UK (NO.2) LIMITED**

Company number: **07056800**



X88X3D35

Received for Electronic Filing: **03/07/2019**

Details of Charge

Date of creation: **28/06/2019**

Charge code: **0705 6800 0001**

Persons entitled: **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., 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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

AIKATERINI DIMOU



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7056800

Charge code: 0705 6800 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th June 2019 and created by THROGMORTON UK (NO.2) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd July 2019 .

Given at Companies House, Cardiff on 4th July 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**

DATED 28 JUNE 2019

THE PARTIES LISTED IN SCHEDULE 1
as Additional Chargors

and

GC AGILE INTERMEDIATE HOLDINGS LIMITED
as Original Chargor

and

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.
as Collateral Agent

SUPPLEMENTAL DEED OF ACCESSION

relating to a Debenture dated 29 August 2017

between GC Agile Intermediate Holdings Limited as the original chargor
and Goldman Sachs Specialty Lending Group, L.P. as collateral agent

KING & SPALDING

THIS DEED is dated 28 June 2019

PARTIES:

- (1) **THE COMPANIES LISTED IN SCHEDULE 1 (ADDITIONAL CHARGORS)** as additional chargors (the "Additional Chargors");
- (2) **GC AGILE INTERMEDIATE HOLDINGS LIMITED** as the original chargor under the Debenture (the "Company"); and
- (3) **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Collateral Agent for itself and the other Secured Parties (the "Collateral Agent").

BACKGROUND:

- (A) A credit and guaranty agreement relating to senior secured credit facilities dated 29 August 2017 was entered into between, amongst others, GC Agile Intermediate Holdings Limited as original borrower, certain financial institutions as lenders and Goldman Sachs Specialty Lending Group, L.P. as collateral agent (the "**Original Credit Agreement**").
- (B) The Original Credit Agreement was amended by: (i) a first amendment agreement dated 6 April 2018 (the "**First Amendment Agreement**"); (ii) amended and restated by an amendment and restatement agreement dated 15 June 2018 (the "**Second Amendment Agreement**"), which increased the total commitments under that agreement from \$124 million to \$500 million; (iii) amended by a first amendment to the amended and restated credit and guaranty agreement dated 31 January 2019 (the "**Third Amendment Agreement**"), which increased the total commitments under that agreement from \$500 million to \$810 million; and (iv) further amended by a second amendment to the amended and restated credit and guaranty agreement dated 14 June 2019 (the "**Fourth Amendment Agreement**"), which provided for various consents and amendments (but no increase in total commitments).
- (C) On or about the date of this Deed, the Original Credit Agreement will be further amended pursuant to a third amendment to the amended and restated credit and guaranty agreement to provide for, amongst other things, an increase in the total commitments thereunder from \$810 million to \$1,130 million (the "**Fifth Amendment Agreement**" and, together with the First Amendment Agreement, the Second Amendment Agreement, the Third Amendment Agreement and the Fourth Amendment Agreement, the "**Amendment Agreements**"). The Original Credit Agreement as amended and restated by the First Amendment Agreement, the Second Amendment Agreement, the Third Amendment Agreement, the Fourth Amendment Agreement and the Fifth Amendment Agreement being the "**Amended and Restated Credit Agreement**".
- (D) In connection with the Original Credit Agreement, an English law governed debenture dated 29 August 2017 was entered into between GC Agile Intermediate Holdings Limited as the Original Chargor and the Collateral Agent (the "**Debenture**").
- (E) A supplemental deed relating to the Debenture dated 6 September 2017 was entered into between Apex Debt Holding Co Limited, Apex Consolidation Entity Limited, Apex Fund Services (UK) Limited as additional Chargors and the Collateral Agent whereby such additional Chargors acceded to the Debenture (the "**First Supplemental Deed**"). Subsequently: in connection with the Second Amendment Agreement, a supplemental deed relating to the Debenture dated 15 June 2018 was entered into between the Chargors and the Collateral Agent (the "**Second Supplemental Deed**"); in connection with the Third Amendment Agreement, a further supplemental deed in respect of the Debenture was entered into between the Chargors and the Collateral Agreement (the "**Third Supplemental Deed**");

and subsequent to that, on 31 January 2019, a further supplemental deed in respect of the Debenture was entered into by Ipes (UK) Limited, Ipes Director (UK) Limited, Ipes Depository (UK) Limited, Ipes Depository Limited, Ipes Administration Limited, Ipes Investor services (UK) Limited, Ipes Secretaries (UK) Limited and Apex US Holdings Limited and the Collateral Agent pursuant to which those companies acceded to the Debenture as additional chargors (the "**Fourth Supplemental Deed**"); and finally, in connection with the Fifth Amendment Agreement, each Chargor agreed to enter into a further supplemental deed (the "**Fifth Supplemental Deed**" and, together with the First Supplemental Deed, the Second Supplemental Deed, the Third Supplemental Deed and the Fourth Supplemental Deed, being the "**Additional Debenture Documents**") and each Chargor (by its entry into the Fifth Supplemental Deed) consented to various amendments to the Debenture (including to the definition of Secured Obligations).

- (F) Each Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Debenture (as amended by the various Additional Debenture Documents).
- (G) 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. Definitions and Interpretation

- (a) Terms defined in the Debenture (or incorporated by reference therein) have the same meaning in this Deed unless given a different meaning in this Deed.
- (b) For the avoidance of doubt, where used in this Deed, the term "**Debenture**" means the Debenture as amended by the various Additional Debenture Documents.
- (c) This Deed is a Credit Document (as defined in the Amended and Restated Credit Agreement).
- (d) The provisions of clause 1.2 (*Interpretation*) and clause 1.2 (*Third Party Rights*) of the Debenture shall apply to, and be incorporated into, this Deed *mutatis mutandis*.

2. Accession

With effect from the date of this Deed, each Additional Chargor:

- (a) will become a party to the Debenture as a Chargor; and
- (b) will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

3. Payment of Secured Obligations

- (a) Each Additional Chargor shall pay or otherwise discharge all Secured Obligations under or in connection with the Credit Documents as and when they fall due, on the terms of, and in accordance with, the Credit Documents.
- (b) For the avoidance of doubt, in this Deed, **Secured Obligations** means the Secured Obligations (as defined under the Amended and Restated Credit Agreement), whether present or future, actual, contingent or unliquidated or owed jointly or severally (or in any other capacity whatsoever), of each Chargor to the Secured Parties (or any of them) under or in connection with the Credit Documents, including under any amendments, supplements or restatements of the Credit Documents or in relation to any new or increased advances or utilisations thereunder or any extension of any date for payment

or repayment thereunder, and which specifically shall include, for the avoidance of doubt, all and any Secured Obligations under the Amended and Restated Credit Agreement as amended by: a first amendment agreement dated 6 April 2018 (the "**First Amendment Agreement**"); an amendment and restatement agreement dated 15 June 2018 (the "**Second Amendment Agreement**"), which increased the total commitments under that agreement from \$124 million to \$500 million; a first amendment to the amended and restated credit and guaranty agreement dated 31 January 2019 (the "**Third Amendment Agreement**"), which increased the total commitments under that agreement from \$500 million to \$810 million; and a third amendment to the amended and restated credit and guaranty agreement dated 28 June 2019 (the "**Fifth Amendment Agreement**"), which increased the total commitments under that agreement from \$810 million to \$1,130 million)

4. Security

- (a) Paragraphs (a) to (h) below apply without prejudice to the generality of Clause 2 (*Accession*) of this Deed.
- (b) All this Security:
 - (i) is created in favour of the Collateral Agent;
 - (ii) is security for the payment, discharge and performance of all the Secured Obligations; and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) Each Additional Chargor, as continuing security for the payment of the Secured Obligations, charges the following assets, both present and future from time to time owned by it in which it has an interest:
 - (i) by way of first legal mortgage all other Land (other than Excluded Property) now owned by it; and
 - (ii) by way of first fixed charge, any Rights accruing to, derived from or otherwise connected with it (including insurances and proceeds of Disposal and of insurances),to the extent such assets are not subject to a prohibition on charging (including the requirement to obtain consent).
- (d) Each Additional Chargor charges, by way of first fixed charge, all of the Rights which it now has and all of the Rights which it obtains at any time in the future in:
 - (i) Land (other than Excluded Property), other than that charged under Clause 4(c);
 - (ii) Material Contracts (to the extent not effectively assigned under Clause 4(f));
 - (iii) Key Accounts (other than Excluded Accounts);
 - (iv) Intellectual Property;
 - (v) Insurance Policies (to the extent not effectively assigned under Clause 4(f));
 - (vi) Debts;
 - (vii) goodwill and uncalled capital, and

- (viii) in any Rights accruing to, derived from or otherwise connected with any of the assets in paragraphs (i) to (vii) (including insurances and proceeds of Disposal and of insurances),

to the extent such assets are not subject to a prohibition on charging (including the requirement to obtain consent).

- (e) Each Additional Chargor charges, by way of first fixed charge, all of the Rights which it now has and all of the Rights which it obtains at any time in the future in any Investments and in any Rights accruing to, derived from or otherwise connected with them (including insurances and proceeds of Disposal and of insurances).
- (f) Each Additional Chargor assigns, all its rights, title and interest in and to the Insurance Policies and the Material Contracts and all Related Rights, to the extent such assets are not Excluded Property.
- (g) Each Additional Chargor charges, by way of first floating charge, its undertaking and all its present and future assets including, but not limited to, all Equipment now belonging to or vested in it, other than those effectively charged under Clauses 4(f)(i), 4(d) or 4(e), to the extent such assets are not subject to a prohibition on charging.
- (h) The Collateral Agent may convert all or part of the floating charge created by each Additional Chargor under Clause 4(g) into a fixed charge by giving written notice to that effect to the Chargor concerned and specifying the identity of the assets concerned. This may be done on one or more occasion, but only after the occurrence of an Enforcement Event.
- (i) If the Chargor enters into a Future Excluded Property Lease:
 - (i) that Chargor must on or prior to the next Quarterly Update Date after entering into such lease notify the Collateral Agent;
 - (ii) the security created under this Deed will secure all amounts which the relevant Chargor may receive, or has received, under that document but exclude the Future Excluded Property Lease itself; and
 - (iii) unless the Collateral Agent otherwise requires or that Chargor reasonably determines that such endeavours may involve placing commercial relationships with third parties in jeopardy, that Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed.
- (j) If the rights of a Chargor under a Material Contract cannot be secured without the consent of a party to that document:
 - (i) that Chargor must promptly notify the Collateral Agent; and
 - (ii) the security created under this Deed will secure all amounts which the relevant Chargor may receive, or has received, under that document but exclude the Material Contract itself; and
 - (iii) unless the Collateral Agent otherwise requires or that Chargor reasonably determines that such endeavours may involve placing commercial relationships with third parties in jeopardy, that Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed.

- (k) The Collateral Agent holds the benefit of this Deed on trust for the Secured Parties.
- (l) The fact that no or incomplete details of any Charged Asset are inserted in the relevant Schedule to this Deed does not affect the validity or enforceability of this Security.

5. Miscellaneous

With effect from the date of this Deed:

- (a) the Debenture will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of the Chargor (but so that the Security created on this accession will be created on the date of this Deed);
- (b) any reference in the Debenture to this Deed and similar phrases will include this Deed and all references in the Debenture to the Schedules (or any part of them) will include a reference to the Schedules to this Deed (or relevant part of them); and
- (c) the Company, for itself and as agent for each of the other Chargors under the Debenture, agrees to all matters provided for in this Deed.

6. Governing Law and Jurisdiction

- (d) 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 obligations arising out of or in connection with this Deed (a "**Dispute**").
- (e) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that they will not argue to the contrary.
- (f) Clause 6(b) is for the benefit of the Collateral Agent only. As a result, the Collateral Agent will 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 has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1
Additional Chargors

	Name	Registered Number
1	Throgmorton UK (No. 2) Limited	07056800
2	Throgmorton UK Limited	03853848
3	Link Corporate Trustees (UK) Limited	00239726

SCHEDULE 2

Initial Administrative Details of the Parties

Party	Address	Fax Number and Email Address	Attention
Throgmorton UK (No. 2) Limited	6 th Floor 65 Gresham Street London EC2V 7NQ	matt.claxton@linkgroup.ie	Matt Claxton
Throgmorton UK Limited	6 th Floor 65 Gresham Street London EC2V 7NQ	matt.claxton@linkgroup.ie	Matt Claxton
Link Corporate Trustees (UK) Limited	The Registry 34 Beckenham Road Beckenham Kent BR3 4TU	matt.claxton@linkgroup.ie	Matt Claxton

SCHEDULE 3

Land

Part I: Registered Land

Chargor	County and District (or London Borough)	Address or Description	Freehold or Leasehold	Title No
N/A	N/A	N/A	N/A	N/A

Part II: Unregistered Land

Chargor	County and District (or London Borough)	Address or Description	Freehold or Leasehold
N/A	N/A	N/A	N/A

SCHEDULE 4

Investments

Chargor	Investments
Throgmorton UK (No. 2) Limited	100 ordinary shares of £1 each in the share capital of Throgmorton UK Limited

SCHEDULE 5
Material Contracts

Name of Chargor	Description of Material Contract
N/A	N/A

SCHEDULE 6

Key Accounts

Name of Chargor	Name of Institution at which Account is held	Account Number	Sort Code
Link Corporate Trustees (UK) Limited	Barclays	40634301	206759
Link Corporate Trustees (UK) Limited	HSBC	68451405	400515
Link Corporate Trustees (UK) Limited	Lloyds Banking	01384215	300002
Link Corporate Trustees (UK) Limited	Royal Bank of Scotland	22336498	151000
Throgmorton UK Limited	Barclays	63413748	207767

SIGNATORIES

The Additional Chargers

EXECUTED AS A DEED by
THROGMORTON UK (NO. 2) LIMITED
acting by a director or
two authorised signatories

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)
)

Name(s) ANDREW RUBIO

in the presence of:


Witness's Signature 

Name: TOM FARLEY

Address: 6 ST JAMES TERRACE
FAENHAM GU9 7ST

(Signature Page to Supplemental Deed of Accession)

EXECUTED AS A DEED by
THROGMORTON UK LIMITED
acting by a director or
two authorised signatories

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)
Name(s) Andrew Russo

in the presence of:

Witness's Signature 

Name: John Farrelly

Address: 6 St James Terrace

Farnham GU9 7DT

(Signature Page to Supplemental Deed of Accession)

EXECUTED AS A DEED by
LINK CORPORATE TRUSTEES (UK)
LIMITED acting by a director or
two authorised signatories

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)



Name(s) ... COLIN ARTHUR BENFORD ...

.....
in the presence of:

Witness's Signature ... *Heidi*

Name: ... *HEIDI* ... *SILANDY*

Address: ... *19 PARKHILL COURT, CROYDON*

..... *CR0 5PE*

.....

(Signature Page to Supplemental Deed of Accession)

EXECUTED AS A DEED by)
GC AGILE INTERMEDIATE HOLDINGS)
LIMITED acting by a director or)
two authorised signatories)

Name(s)

Witness's Signature Kashie Jones

Name: KIRSTIE JONES

Address: c/o APEX CORPORATE SERVICES LTD
20 REID ST., HAMILTON HM 11
BERMUDA.

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The Collateral Agent

**EXECUTED AS A DEED by
GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P.
acting by its authorised signatory**

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Authorised Signatory

Name: **Greg Watts**
Title: **Senior Vice President**

in the presence of:

Witness's Signature 

Name: Harsh Patel

Address: 2001 Ross Avenue Suite 2800

Dallas, TX 75201
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(Signature Page to Supplemental Deed of Accession)