



Registration of a Charge

Company name: **COMPUTER SYSTEMS INTEGRATION GROUP LIMITED**

Company number: **07227864**



X70QPS7E

Received for Electronic Filing: **28/02/2018**

Details of Charge

Date of creation: **23/02/2018**

Charge code: **0722 7864 0017**

Persons entitled: **GLAS TRUST CORPORATION LIMITED (AS THE SECURITY AGENT)**

Brief description: **N/A**

Contains fixed charge(s).

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:

**CHIRAAG PATEL, ASSOCIATE AT FRIED, FRANK, HARRIS,
SHRIVER & JACOBSON (LONDON) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7227864

Charge code: 0722 7864 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd February 2018 and created by COMPUTER SYSTEMS INTEGRATION GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th February 2018 .

Given at Companies House, Cardiff on 1st March 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

Supplemental Deed of Assignment of Acquisition Agreement Claims

Computer Systems Integration Group Limited
(as Assignor)

and

GLAS Trust Corporation Limited
(as Security Agent)

This deed is subject to the terms of the Intercreditor Agreement
referred to in this Deed

23 February

2018

Save for material redacted pursuant to s859C of the Companies Act 2006. I certify that this is a true and complete copy of the original seen by me.	
Name	<u>CHURCHILL</u>
Title	<u>ASSOCIATE</u>
Date	<u>27/2/2018</u>
Fried, Frank, Harris, Shriver & Jacobson (London) LLP 41 Lothbury - London - EC2R 7HF	

FRIED FRANK

41 Lothbury
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TABLE OF CONTENTS

	Page Nos.
1. DEFINITIONS AND INTERPRETATION	1
2. COVENANT TO PAY	3
3. ASSIGNMENT	3
4. INCORPORATION OF PROVISIONS	4
5. REPRESENTATIONS AND WARRANTIES	4
6. COVENANTS	5
7. NEGATIVE COVENANTS	5
8. ASSIGNOR TO PERFORM	5
9. PROTECTION OF SECURITY AGENT	5
10. COSTS, EXPENSES AND LIABILITIES	6
11. THIRD PARTY RIGHTS	6
12. FORBEARANCE, SEVERABILITY, VARIATIONS AND CONSENTS	6
13. FURTHER ASSURANCE	7
14. FINANCE DOCUMENT	7
15. COUNTERPARTS	7
16. GOVERNING LAW	7
17. ENFORCEMENT	7

THIS SUPPLEMENTAL DEED OF ASSIGNMENT OF ACQUISITION AGREEMENT CLAIMS is made on 23 February 2018

BETWEEN:

- (1) Computer Systems Integration Group Limited a company incorporated under the laws of England and Wales with registered number 07227864 (the "Assignor"); and
- (2) GLAS Trust Corporation Limited (the "Security Agent") as Security Agent for the Secured Parties.

WHEREAS:

- (A) This Deed is supplemental to the Debenture (as defined below) pursuant to which the Assignor charged by way of fixed and floating charges all or substantially all of its assets to the Security Agent to secure the payment of all monies and liabilities covenanted to be paid or discharged in the Debenture.
- (B) The Assignor is entering into this Deed pursuant to Clause 9 (*Further assurance*) of the Debenture in order to grant a legal assignment of the Acquisition Agreement Claims (as defined below) to secure the moneys and liabilities covenanted to be paid or discharged by the Assignor in the Debenture.
- (C) This Deed is subject to the terms of the Intercreditor Agreement (as defined below).

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires, words and expressions defined in the Debenture shall have the same meaning in this Deed and this construction shall survive the termination of the Debenture. In addition, in this Deed:

"**Acquisition Agreement**" means the agreement dated on or about the date of this Deed relating to the sale and purchase of NIU Solutions Holdings Limited, a company incorporated under the laws of England and Wales with registered number 07828487 and made between the Assignor and the Vendor.

"**Acquisition Agreement Claims**" means all the Assignor's rights, title and interest and benefit in and to, and any sums payable to the Assignor pursuant to, all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Assignor, and any rights of abatement or set off, and all other rights of recovery under or pursuant to the Acquisition Agreement or any other Acquisition Document.

"**Acquisition Documents**" means the Acquisition Agreement, the Disclosure Letter and the Tax Deed (the latter two as defined in the Acquisition Agreement), and any other document designated an "Acquisition Document" by the Agent and the Parent.

"**Debenture**" means the debenture dated 1 August 2017 between, amongst others, the Parent and the Security Agent as agent and trustee for the Secured Parties (as supplemented and amended by a deed of accession dated 1 August 2017 between Computer Systems Integration Group Limited and Evolve Secure Solutions Group Limited (as New Chargers), the Parent and the Security Agent).

"**Intercreditor Agreement**" means the intercreditor agreement dated 1 August 2017 between (1) the Agent, (2) CSI Topco Limited as Original Subordinated Creditor, (3) the Arrangers, (4)

the Original Lenders, (5) CSI Midco Limited, (6) CSI Bidco Limited, (7) the parties listed in part 1 of schedule 1 therein as Original Group Lenders, (8) the subsidiaries of CSI Midco Limited set out in part 2 of schedule 1 therein as Original Debtors, (9) the parties set out in part 3 of schedule 1 therein as Investor Loan Noteholders, (10) MML UK Partners LLP as Investor Loan Noteholder Security Agent and (11) the Security Agent (as amended from time to time);

"Secured Obligations" 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 the Assignor to all or any of the Secured Parties under each or any of the Finance Documents, in each case together with:

- (a) all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its rights under any Finance Document; and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents.

"Security Agent" means GLAS Trust Corporation Limited, acting as security agent and trustee for the Secured Parties including any successor appointed by the Secured Parties pursuant to the Finance Documents.

"Vendor" means Harper Limited (a company incorporated under the laws of Guernsey with registered number 54378) and Valtez Limited (a company incorporated under the laws of Gibraltar with registered number 105279).

1.2 Construction

Unless the context otherwise requires, the interpretative provisions set out in the paragraphs below shall apply in this Deed:

- (a) References to any party shall be construed so as to include that party's respective successors in title, permitted assigns and permitted transferees.
- (b) **"Including"** and **"in particular"** shall not be construed restrictively but shall mean respectively "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing".
- (c) A **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, joint venture, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing.
- (d) **"Property"** includes any interest (legal or equitable) in real or personal property and anything in action.
- (e) **"Variation"** includes any variation, amendment, accession, novation, restatement, modification, assignment, transfer, supplement, extension, deletion or replacement however effected and **"vary"** and **"varied"** shall be construed accordingly.
- (f) **"Writing"** includes facsimile transmission legibly received except in relation to any certificate, notice or other document which is expressly required by this Deed to be signed and "written" has a corresponding meaning.
- (g) References to this Deed to any other document (including any Finance Document) include references to this Deed or such other document as varied in any manner from time to time, even if changes are made to the composition of the parties to this Deed or

such other document or to the nature or amount of any facilities made available under such other document.

- (h) The singular shall include the plural and vice versa and any gender shall include the other genders.
- (i) Clauses, paragraphs and Schedules shall be construed as references to Clauses and paragraphs of, and Schedules to, this Deed.
- (j) Any reference to any statute or statutory instrument or any section of it shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force in relation to the particular circumstances.
- (k) Headings in this Deed are inserted for convenience and shall not affect its interpretation.
- (l) A Default (or an Event of Default) is "continuing" if it has not been remedied or waived.

2. COVENANT TO PAY

2.1 Covenant to pay

The Assignor repeats the covenant given by it in Clause 2 (*Covenant to pay*) of the Debenture that it will, on the Security Agent's written demand, pay or discharge the Secured Obligations at the times and in the manner provided in the relevant Finance Documents.

2.2 Proviso

The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

2.3 Demands

- (a) The making of one demand shall not preclude the Security Agent from making any further demands.
- (b) Any third party dealing with the Security Agent or any Receiver shall not be concerned to see or enquire as to the validity of any demand under this Deed.

3. ASSIGNMENT

3.1 Assignment

The Assignor with full title guarantee, as security for the payment and discharge of all Secured Obligations, assigns absolutely to the Security Agent the benefit of all of its Acquisition Agreement Claims.

3.2 Notice of Assignment

The Assignor undertakes to execute and deliver to the Vendor a notice of assignment in the form provided in Part 1 of Schedule 1 (Form of Notice of Assignment) immediately following the execution of this Deed.

3.3 Acknowledgement

The Assignor undertakes to use all reasonable endeavours (including expending reasonable costs and expenses) to procure the execution and delivery to the Security Agent of an

acknowledgment by the Vendor in the form provided in Part 2 of Schedule 1 (*Acknowledgement*).

3.4 Proviso for Redemption

Once all Secured Obligations have been irrevocably repaid and discharged in full, the Security Agent will, on the written request of the Assignor, reassign to the Assignor all Acquisition Agreement Claims, at the sole cost and expense of the Assignor.

4. INCORPORATION OF PROVISIONS

This Deed has been executed by the parties as a supplement to the Debenture. All of the covenants, provisions and powers contained in or subsisting under the Debenture shall be applicable for securing all of the moneys and liabilities secured by this Deed and for defining and enforcing the rights of the parties under this Deed as if such covenants, provisions and powers had been set out in full in this Deed, with the appropriate changes having been made.

5. REPRESENTATIONS AND WARRANTIES

The Assignor hereby represents and warrants to the Security Agent that:

- (a) the Assignor has the power to enter into and perform its obligations under this Deed and to create the assignment contained in this Deed and has taken all necessary actions to authorise its entry into and performance of this Deed;
- (b) the Assignor is not in breach of the Acquisition Documents, and there are no actions, suits or proceedings threatened against the Assignor in connection with, or arising out of, the Acquisition Documents;
- (c) the Assignor has not assigned any of the Acquisition Agreement Claims other than pursuant to this Deed;
- (d) subject to the Legal Reservations (as defined in the Facilities Agreement), this Deed constitutes the legal, valid and binding obligation of the Assignor and is enforceable against the Assignor;
- (e) all authorisations, approvals, consents, licences, exemptions, filings, registrations, notarisations and other matters, official or otherwise, required by the Assignor in connection with its entry into, performance, validity and enforceability of this Deed and the transactions contemplated by this Deed have been obtained or effected and are in full force and effect;
- (f) its entry into and performance of this Deed and the transactions contemplated this Deed do not conflict with:
 - (i) any law or regulation or any official or judicial order to which the Assignor is subject, or by which the Assignor is bound; or
 - (ii) the constitutional documents of the Assignor; or
 - (iii) any material agreement or material instrument to which the Assignor is a party or which is binding upon the Assignor or upon any of the Assignor's assets; and
- (g) the Acquisition Documents contain all of the terms of the Assignor's acquisition of NIU Solutions Holdings Limited.

6. COVENANTS

The Assignor hereby covenants with the Security Agent that it will promptly and diligently:

- (a) comply in all material respects with the terms of the Acquisition Documents; and
- (b) do or permit to be done each and every act or thing which the Security Agent may from time to time reasonably require to be done for the purpose of enforcing the Security Agent's rights under this Deed and in respect of the Acquisition Agreement Claims, and will allow its name to be used as and when required by the Security Agent for that purpose.

7. NEGATIVE COVENANTS

The Assignor covenants with the Security Agent that it will not without the prior written consent of the Security Agent:

- (a) rescind, cancel or otherwise terminate nor permit the Vendor to rescind, cancel or otherwise terminate any Acquisition Document; or
- (b) take or omit to take any action the taking or omission of which might result in any alteration or impairment of the Acquisition Agreement Claims or this Deed or of any of the rights created by this Deed; or
- (c) agree to any variation, modification or amendment to the terms of the Acquisition Documents, or release the Vendor from any of its obligations under any Acquisition Document or waive any breach of the Vendor's obligations or consent to any such act or omission of the Vendor as would otherwise constitute such a breach; or
- (d) create or permit to subsist any Security over the Acquisition Agreement Claims, apart from Permitted Security and Security given under the Finance Documents.

8. ASSIGNOR TO PERFORM

Notwithstanding the contents of this Deed, the Assignor will remain liable to perform all the obligations assumed by it under the Acquisition Documents. The Security Agent will not:

- (a) be under any obligation or liability in respect of any Acquisition Document by reason of this Deed or anything arising out of this Deed;
- (b) in any manner be required to assume any obligation to perform any obligation of the Assignor (including payment obligations) under or pursuant to any Acquisition Document; or
- (c) be required to enforce any term or condition of any Acquisition Document against the Vendor or any other person.

9. PROTECTION OF SECURITY AGENT

9.1 Notwithstanding the assignments contained in this Deed:

- (a) the Security Agent will not be obliged to make any enquiry as to the nature or sufficiency of any payment made under any of the Acquisition Agreement Claims or to make any claim or take any other action to collect any monies or to enforce any rights and benefits assigned by this Deed or to which the Security Agent may at any time be entitled under this Deed.

- (b) the provisions of Clause 20 (*The Security Agent*) and Clause 27 (*Consents, Amendments and Override*) of the Intercreditor Agreement shall apply to the Security Agent's rights, obligations and duties under this Deed as if set out in this Deed in full.

10. COSTS, EXPENSES AND LIABILITIES

10.1 Costs and expenses

The Assignor shall, within five Business Days of demand, pay the Security Agent the amount of all costs and expenses (including legal fees and out-of-pocket expenses), plus VAT or other similar tax, reasonably incurred by it in connection with:

- (a) the negotiation, preparation, printing and execution of this Deed; and
- (b) the completion of the transactions and perfection of the Security contemplated in this Deed.

10.2 Enforcement costs

The Assignor shall, within three Business Days of the Security Agent's demand, pay to the Security Agent the amount of all costs and expenses (including legal, valuation, accountancy and consultancy fees and disbursements and out-of-pocket expenses), and any VAT thereon, incurred by the Security Agent and/or any other Secured Party in connection with the exercise, enforcement and/or preservation of any of its rights under this Deed (or any of the documents contemplated by this Deed) or any proceedings instituted by or against the Security Agent, in any jurisdiction.

11. THIRD PARTY RIGHTS

11.1 Exclusion of Contracts (Rights of Third Parties) Act 1999

No person other than a party to this Deed shall have any rights by virtue of the Contracts (Rights of Third Parties) Act 1999 or any other provision of English law under which rights might accrue to persons other than a party to enforce any term (express or implied) of this Deed.

11.2 Rights to vary

The parties to this Deed may by agreement vary any term of this Deed (including this Clause 11) without the necessity of obtaining any consent from any other person.

12. FORBEARANCE, SEVERABILITY, VARIATIONS AND CONSENTS

12.1 Delay etc

All rights, powers and privileges under this Deed shall continue in full force and effect, regardless of any Secured Party exercising, delaying in exercising or omitting to exercise any of them.

12.2 Severability

No provision of this Deed shall be avoided or invalidated by reason only of one or more other provisions being invalid or unenforceable.

12.3 Illegality, invalidity, unenforceability

Any provision of this Deed which is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Deed.

12.4 Variations

No variation of this Deed shall be valid and constitute part of this Deed, unless such variation shall have been made in writing and signed by the Security Agent (on behalf of the Secured Parties) and the Assignor.

12.5 Consents

Any consent of the Security Agent may be given absolutely or on any terms and subject to any conditions as the Security Agent may determine in its entire discretion.

13. FURTHER ASSURANCE

The Assignor shall, promptly on the Security Agent's written demand, and at the cost of the Assignor, do all such acts and execute all such documents as the Security Agent may reasonably specify and in such form as the Security Agent may reasonably require in order to perfect this Deed.

14. FINANCE DOCUMENT

This Deed is designated as a Transaction Security Document by the Security Agent and the Assignor.

15. COUNTERPARTS

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures were on a single copy of this Deed.

16. GOVERNING LAW

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

17. ENFORCEMENT

17.1 The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) or any claim for set-off or the legal relationships established by this Deed (a "Dispute"), only where such Dispute is the subject of proceedings commenced by the Assignor.

17.2 Where a Dispute is the subject of proceedings commenced by one or more Secured Parties, the Secured Parties are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If the Assignor raises a counter-claim in the context of proceedings commenced by one or more of the Secured Parties, the Assignor shall bring such counter-claim before the court seized of the Secured Party's claim and no other court.

17.3 The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude any Secured Party from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.

17.4 To the extent allowed by law, the Assignor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

THIS DEED has been executed and delivered as a deed and it shall take effect on the date stated at the beginning of this document.

**SCHEDULE 1
FORMS OF NOTICE OF ASSIGNMENT**

**Part A
FORM OF NOTICE OF ASSIGNMENT OF ACQUISITION AGREEMENT CLAIMS**

To: [Vendor]

[date]

Dear Sirs,

NOTICE OF ASSIGNMENT

We refer to the Acquisition Agreement dated [●] made between yourselves and [●] relating to the sale of the shares of NIU Solutions Holdings Limited (the "**Sale and Purchase Agreement**").

We attach a copy of a Supplemental Deed of Assignment of Acquisition Agreement Claims (the "**Assignment**") dated [●] 2018 made between, GLAS Trust Corporation Limited (the "**Security Agent**") and ourselves. Terms defined in the Assignment are to have the same meanings in this letter.

We hereby give you notice that the Acquisition Agreement Claims have been assigned absolutely to the Security Agent by Clause 3.1 (*Assignment*) of the Assignment.

We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous directions which we may have given you to the contrary):

- unless otherwise directed by the Security Agent, to furnish or disclose to the Security Agent in addition to ourselves all notices, matters or things required under the Acquisition Agreement or any other Acquisition Document to be furnished and disclosed to ourselves; and
- to accept from and agree with the Security Agent (and not ourselves) all claims under, discharges for and waivers, variations, terminations and cancellations of the Acquisition Agreement, any other Acquisition Document and/or the Acquisition Agreement Claims without any reference to or further authority from us.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Security Agent together give you notice in writing revoking them.

This letter and all non-contractual obligations arising in any way whatsoever out of or in connection with this letter shall be governed by, construed and take effect in accordance with the laws of England.

Please confirm your acknowledgement of this Notice by signing the acknowledgement set out at the foot of the enclosed duplicate of this Notice and by returning the same to Fried, Frank, Harris, Shriver & Jacobson (London) LLP, 41 Lothbury, London EC2R 7HF, Attention: Chiraag Patel (Ref: Project Nimbus) and to GLAS Trust Corporation Limited, 45 Ludgate Hill, London EC4M 7JU, United Kingdom, marked for the attention of the Transaction Management Group.

Signed

for and on behalf of

Computer Systems Integration Group Limited

[on copy]

ACKNOWLEDGEMENT

To: Fried, Frank, Harris, Shriver & Jacobson (London) LLP
41 Lothbury, London EC2R 7HF
Attention: Chiraag Patel
Ref: Project Nimbus

To: GLAS Trust Corporation Limited

45 Ludgate Hill, London EC4M 7JU, United Kingdom

For the attention of: Transaction Management Group

ACKNOWLEDGEMENT

We, [insert name of Vendor] hereby acknowledge receipt of a notice of assignment from Computer Systems Integration Group Limited of which the attached is a copy (the "Notice of Assignment").

We confirm that:

- (a) we have not received notice of any other assignment of the Acquisition Agreement Claims described in the Notice of Assignment or of any other interest therein;
- (b) we will not, without the prior written consent of the Security Agent, vary, rescind or otherwise alter or terminate any Acquisition Document or in any way prejudice the rights of the Security Agent and the Secured Parties under the Acquisition Documents; and
- (c) we confirm that we will act in accordance with the instructions given by the Assignor in the Notice of Assignment.

For and on behalf of

[Vendor]

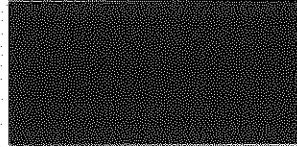
Dated: [●]

EXECUTION PAGE

THE ASSIGNOR

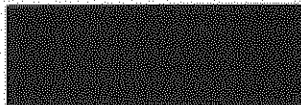
EXECUTED as a Deed by
Computer Systems Integration Group
Limited
acting by *Kevin Lewis*

)
)
)



Authorised Signatory

In the presence of



Name: *Oliver Haslam*

Address: *30 Crown Place, London EC2A 4ES*

Occupation: *Solicitor*

THE SECURITY AGENT

Signed by
for and on behalf of GLAS Trust
Corporation Limited

)
)
)

Authorised Signatory

EXECUTION PAGE

THE ASSIGNOR

EXECUTED as a Deed by
Computer Systems Integration Group
Limited
acting by

)
)
)

Authorised Signatory

In the presence of

Name:

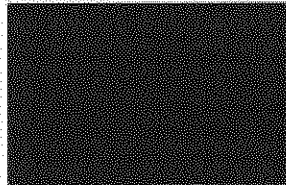
Address:

Occupation:

THE SECURITY AGENT

Signed by
for and on behalf of GLAS Trust
Corporation Limited

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)
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Authorised Signatory