

07929/130

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

# MR01

## Particulars of a charge



Companies House

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

You can use the Web  
Please go to [www.gov.uk](http://www.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**  
You may not use this  
register a charge where  
instrument Use form

THURSDAY



LD4

\*L3I4TG2P\*

09/10/2014

#5

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 8 0 3 5 5 6 3

Company name in full Kewill Group Holdings Limited

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 3 0 0 9 2 0 1 4

### 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 TPG Specialty Lending, Inc

Name

Name

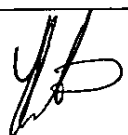
Name

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

# MR01

## Particulars of a charge

<b>4</b>	<b>Brief description</b>	<p>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</p>	<p>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"</p> <p>Please limit the description to the available space</p>
	Brief description	Confirmation of security in respect of a debenture dated 2 October 2013 between, inter alia, Kewill Group Holdings Limited and TPG Specialty Lending Inc	
<b>5</b>	<b>Other charge or fixed security</b>	<p>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</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
<b>6</b>	<b>Floating charge</b>	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to <b>Section 7</b></p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
<b>7</b>	<b>Negative Pledge</b>	<p>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</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
<b>8</b>	<b>Trustee statement <sup>①</sup></b>	<p>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</p> <p><input type="checkbox"/></p>	<p><sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)</p>
<b>9</b>	<b>Signature</b>	<p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the charge</p>	

# 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 John Lambillion

Company name Paul Hastings (Europe) LLP

Address Eighth Floor

Ten Bishops Sqaure

Post town

County/Region London

Postcode E 1 6 E G

Country United Kingdom

DX

Telephone 020 3023 5139



### 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: 8035563

Charge code. 0803 5563 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2014 and created by KEWILL GROUP HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th October 2014.

9

Given at Companies House, Cardiff on 14th October 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**EXECUTION VERSION**

Dated *30 September*

2014

Between

**THE COMPANIES IDENTIFIED IN SCHEDULE 1**  
as Chargors

- and -

**TPG SPECIALTY LENDING, INC.**  
as Administrative Agent

Certified true copy of the original

*Paul Hastings (Europe) LLP*

**Paul Hastings (Europe) LLP**

Date: *9/10/14*

---

**DEED OF CONFIRMATION OF SECURITY**

---

Paul Hastings (Europe) LLP  
Ten Bishops Square  
Eighth Floor  
London E1 6EG

Tel +44 20 3023 5100  
Fax +44 20 3023 5109  
Ref 90381 00003

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THIS DEED is dated

30 September

2014

**BETWEEN**

- (1) **THE COMPANIES** whose names, registered numbers and registered offices are set out in Schedule 1 (the "**Chargors**"), and
- (2) **TPG SPECIALTY LENDING, INC.**, as administrative agent and trustee for the Secured Parties on the terms and conditions set out in the Credit Agreement (as defined below) (the "**Administrative Agent**", which expression shall include any person for the time being appointed as administrative agent or trustee for the purpose of, and in accordance with, the Credit Agreement)

**RECITALS**

- (A) The Chargors have entered into or acceded to a credit agreement originally dated 2 October 2013 between, amongst others, the Administrative Agent and certain of the Chargors, as amended by an amendment letter dated 13 November 2013 and an amendment agreement dated 10 September 2014 and as may be further amended, varied, novated or supplemented from time to time (the "**Credit Agreement**")
- (B) The Chargors (amongst others) have executed a New York law governed amendment no. 2 and consent to the Credit Agreement dated 10 September 2014 pursuant to which, amongst other things, each Chargor shall give certain confirmations more specifically set out therein in relation to their obligations under each Loan Document

**IT IS AGREED** as follows:

**1. DEFINITIONS AND CONSTRUCTION**

**1.1 Definitions**

Unless otherwise defined herein, words and expressions defined in the Existing Debenture or the Existing Share Mortgage (each as defined below) shall have the same meanings in this Deed and in addition

"**Existing Debenture**" means a debenture dated 2 October 2013 entered into by the Chargors (other than Four Soft UK Limited) and the Administrative Agent, as amended, supplemented, restated, amended and restated or otherwise modified from time to time and as acceded to by Four Soft UK Limited by way of an accession deed dated 8 November 2013

"**Existing Security Document**" means each of the Existing Debenture and the Existing Share Mortgage, being together the "**Existing Security Documents**"

"**Existing Share Mortgage**" means a mortgage over shares dated 8 November 2013 entered into by the Four Soft B.V. and the Administrative Agent, as amended, supplemented, restated, amended and restated or otherwise modified from time to time

"**Loan Documents**" shall have the meaning given to such term in the Credit Agreement

**1 2 Construction**

The principles of construction set out in clause 1 2 (*Interpretation*) of the Existing Debenture shall apply to this Deed, insofar as they are relevant to it, as they apply to the Existing Debenture as if set out in full herein but with all necessary modifications.

**1 3 Third party rights**

The provisions of clause 1 3 (*Third party rights*) of the Existing Debenture shall apply to this Deed as they apply to the Existing Debenture as if set out in full herein but with all necessary modifications

**2. CONFIRMATION**

2 1 Each Chargor confirms that, on and after the date of this Deed, the Existing Security Document to which they are a party will remain in full force and effect and will continue to secure all liabilities which are expressed to be secured by it and shall extend to the full liabilities and obligations of the Chargors under the Loan Documents notwithstanding the imposition of any amended, additional or more onerous obligations under the Loan Documents

2 2 No waiver is given by this Deed and the Secured Parties reserve all their rights and remedies in respect of any breach of, or default (howsoever described) under any of the Loan Documents

**3. COSTS AND EXPENSES**

Each Chargor shall promptly on demand pay each Secured Party the amount of all costs and expenses (including legal fees) reasonably incurred by such Secured Party in connection with the negotiation, preparation, printing and execution of this Deed and any other document which any Secured Party entered into in connection with this Deed

**4. LOAN DOCUMENTS**

This Deed is a Loan Document (under and as defined in the Credit Agreement)

**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. FURTHER ASSURANCE**

Each party to this Deed shall, at the request of the Administrative Agent and at its own expense, do all such acts and things and execute all such documents as the Administrative Agent may consider necessary to give full effect to the provisions of this Deed



**7. SEVERABILITY**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will in any way be affected or impaired

**8. NOTICES**

The provisions of Section 10.2 (*Notices*) of the Credit Agreement shall apply to this Deed as if set out in full herein but with all necessary modifications

**9. GOVERNING LAW AND JURISDICTION**

This Deed and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with English law. The courts of England have exclusive jurisdiction to settle any dispute arising out of, or connected with, this Deed (including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity or any non-contractual obligations arising out of, or in connection with, this Deed) (a “**Dispute**”). The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary. This Clause 9 is for the benefit of the Administrative Agent only. As a result and notwithstanding the foregoing, it does not prevent the Administrative Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Administrative Agent may take concurrent proceedings in any number of jurisdictions.

**THIS DEED** has been executed as a deed by each of the parties and is delivered by the parties on the date specified above




## SCHEDULE 1

### THE CHARGORS

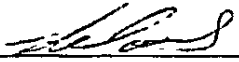
Name of Chargor	Jurisdiction of incorporation	Registration number (or equivalent, if any)	Registered Office
Kewill Group Holdings Limited	England and Wales	08035563	4M Building Malaga Avenue, Manchester Airport, Manchester, M90 3RR
Kewill Holdings Limited	England and Wales	08036181	4M Building Malaga Avenue, Manchester Airport, Manchester, M90 3RR
Kewill Limited	England and Wales	01037515	4M Building Malaga Avenue, Manchester Airport, Manchester, M90 3RR
Four Soft UK Limited	England and Wales	03373490	4M Building Malaga Avenue, Manchester Airport, Manchester, M90 3RR
Four Soft B V.	Netherlands	23091987	Nieuwegein, the Netherlands

**The Chargors**


**EXECUTED as a DEED**  
by **KEWILL GROUP HOLDINGS LIMITED**  
acting by

 Signature of Director  
ANDREW HICKS Name of Director


in the presence of:

 Signature of witness  
SUSIE HAWKINS Name of witness  
29 EGRET GARDENS Address of witness  
ALDERSHOT GU11 3PP  
HR MANAGER Occupation of witness

**EXECUTED as a DEED**  
by **KEWILL HOLDINGS LIMITED**  
acting by.

 Signature of Director  
ANDREW HICKS Name of Director

in the presence of:

 Signature of witness  
SUSIE HAWKINS Name of witness  
29 EGRET GARDENS Address of witness  
ALDERSHOT GU11 3PP  
HR MANAGER Occupation of witness

**EXECUTED as a DEED**  
by **KEWILL LIMITED**  
acting by

MW Signature of Director

ANDREW HICLI Name of Director

in the presence of:

[Signature] Signature of witness

SUSIE HAWKINS Name of witness

29 EGRET GARDENS Address of witness

ALDERSHOT GU11 3FP

HR MANAGER Occupation of witness

**EXECUTED as a DEED**  
by **FOUR SOFT UK LIMITED**  
acting by

MW Signature of Director

ANDREW HICLI Name of Director

in the presence of.

[Signature] Signature of witness

SUSIE HAWKINS Name of witness

29 EGRET GARDENS Address of witness

ALDERSHOT GU11 3FP

HR MANAGER Occupation of witness

**EXECUTED as a DEED**


by **FOUR SOFT B.V.**,

a company incorporated under the laws of the Netherlands,

acting by its duly authorised signatory,

being a person who, in accordance with the laws of

that territory, is acting under the authority of that company

 Signature of Authorised Signatory

ANDREA HICUS Name of Authorised Signatory

in the presence of

 Signature of witness

SUSIE HANCOCKS Name of witness

29 EGRET GARDENS Address of witness

ALDERSHOT GU11 3PP

MR MANAGER Occupation of witness

**The Administrative Agent**

**EXECUTED as a DEED**

by **TPG SPECIALTY LENDING, INC.**

a corporation incorporated under the laws of the United States

in the state of Delaware, acting by its duly authorised signatory,

being a person who, in accordance with the laws of

that territory, is acting under the authority of that company:

\_\_\_\_\_  
Signature of Authorised Signatory

\_\_\_\_\_  
Name of Authorised Signatory

in the presence of

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Address of witness

\_\_\_\_\_

\_\_\_\_\_  
Occupation of witness

**EXECUTED as a DEED**

by **FOUR SOFT B.V.**,

a company incorporated under the laws of the Netherlands,  
acting by its duly authorised signatory,  
being a person who, in accordance with the laws of  
that territory, is acting under the authority of that company

\_\_\_\_\_  
Signature of Authorised Signatory

\_\_\_\_\_  
Name of Authorised Signatory

in the presence of

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Address of witness

\_\_\_\_\_  
Occupation of witness

**The Administrative Agent**

**EXECUTED as a DEED**

by **TPG SPECIALTY LENDING, INC.**

a corporation incorporated under the laws of the United States  
in the state of Delaware, acting by its duly authorised signatory,  
being a person who, in accordance with the laws of  
that territory, is acting under the authority of that company.

  
\_\_\_\_\_  
Signature of Authorised Signatory

Michael Fishman  
\_\_\_\_\_  
Name of Authorised Signatory

in the presence of  
  
\_\_\_\_\_  
Signature of witness

Suzanna Kenney  
\_\_\_\_\_  
Name of witness

345 California Street  
\_\_\_\_\_  
Address of witness

San Francisco,  
\_\_\_\_\_  
Executive Assistant  
\_\_\_\_\_  
Occupation of witness