



Registration of a Charge

Company name: **GC AGILE HOLDINGS LIMITED**

Company number: **10727998**

Received for Electronic Filing: **26/06/2018**



X78W8Y7D

Details of Charge

Date of creation: **15/06/2018**

Charge code: **1072 7998 0002**

Persons entitled: **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**

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: 10727998

Charge code: 1072 7998 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th June 2018 and created by GC AGILE HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th June 2018 .

Given at Companies House, Cardiff on 28th June 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

EXECUTION COPY

DATED

15 June 2018

**THE PARTIES LISTED IN SCHEDULE 1
as Chargors**

And

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

SUPPLEMENTAL DEED

RELATING TO A DEBENTURE AND SHARE CHARGES

THIS SUPPLEMENTAL DEED is dated

15 June 2018

PARTIES:

- (1) **THE COMPANIES LISTED IN SCHEDULE 1 (CHARGORS)** as "**Chargors**";
- (2) **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 US\$124,000,000 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 Credit Agreement was as amended by a first amendment agreement dated 6 April 2018 (the "**First Amendment Agreement**") and amended and restated by an amendment and restatement agreement dated 15 June 2018 (the "**Second Agreement**"), in each case 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, as amended by the First Amendment Agreement and the Second Amendment Agreement, the "**Credit Agreement**").
- (C) A debenture dated 29 August 2017 was entered into between GC Agile Intermediate Holdings Limited and the Collateral Agent (the "**Debenture**").
- (D) 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 (the "**Accession Deed**").
- (E) A share charge dated 29 August 2017 was entered into between GC Agile Holdings Limited and the Collateral Agent (the "**GC Share Charge**").
- (F) A share charge dated 6 September 2017 was entered into between Apex Fund Services Holdings Limited and the Collateral Agent (the "**Apex Share Charge**").
- (G) Each Chargor has agreed to enter into this Supplemental Deed.
- (H) 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) The Debenture, the Accession Deed, the GC Share Charge and the Apex Share Charge are referred to as the "English Collateral Documents" in the Credit Agreement and are Secured Party Security Documents as defined in the Debenture.
- (b) Terms defined in the Debenture have the same meaning in this Supplemental Deed unless given a different meaning in this Supplemental Deed.
- (c) This Supplemental Deed is a Credit Document as defined in the Credit Agreement.
- (d) The provisions of Clause 1.2 (*Interpretation*) and Clause 1.3 (*Third party rights*) shall apply to, and be incorporated into, this Supplemental Deed *mutatis mutandis*.

2. Commitment Increase

Each Chargor acknowledges that the Commitments under the Original Credit Agreement has been increased by an amount equal to \$376,000,000 (the "Increase"). The Increase has been effected by the increase to and/or introduction of the following facilities:

- (a) \$15,000,000 revolving credit facility to a total of \$30,000,000;
- (b) \$20,000,000 multi draw term loan facility to a total of \$100,000,000;
- (c) \$74,000,000 tranche A term facility to a total of \$250,000,000; and
- (d) \$25,000,000 tranche B delayed draw term facility to a total of \$120,000,000.

3. Affirmation of Security

- (a) Each Chargor acknowledges and agrees that the Secured Obligations with respect to any Secured Party Security created by it under any Secured Party Security Document extend to and include the Obligations under the Credit Documents (as amended by the First Amendment Agreement and the Second Amendment Agreement), subject to the terms of the applicable Secured Party Security Document.
- (b) The Secured Party Security created by it under the Secured Party Security Documents continue in full force and effect on the terms of the respective Secured Party Security Documents.

4. Miscellaneous

With effect from the date of this Supplemental Deed, any reference in an Existing Security Document to:

- (a) a "Supplemental Deed" and similar phrases will include this Supplemental Deed; and
- (b) the "Credit Agreement" shall be the Credit Agreement as defined above.

5. Governing Law and Jurisdiction

- (a) This Supplemental Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Deed (including a dispute regarding the existence, validity or termination of this Supplemental Deed) or any non-contractual obligations arising out of or in connection with this Supplemental Deed (a **Dispute**).
- (c) 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.
- (d) Clause 5(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.
- (e) Apex Fund Services Holdings Ltd. irrevocably appoints the Original Borrower (or such other person designated in writing by the Original Borrower from time to

time), at its address set forth on Annex B to the Original Credit Agreement to receive on its behalf process issued out of the English courts in connection with this Supplemental Deed and the Original Borrower by its execution of this Supplemental Deed accepts that appointment.

- (f) Failure by the process agent to notify the relevant Chargor of the process will not invalidate the proceedings concerned.
- (g) If this appointment is terminated for any reason, each Chargor will appoint a replacement agent and will ensure that the new agent notifies the Collateral Agent of its acceptance of appointment.

This Supplemental Deed has been executed and delivered as a deed on the date stated at the beginning of this Supplemental Deed.

Schedule 1

Part A

Chargors

	Name	Registered Number
1	Apex Debt Holding Co Ltd	10275315
2	Apex Consolidation Entity Ltd	10275566
3	Apex Fund Services (UK) Ltd	07429775
4	GC Agile Intermediate Holdings Limited	10728148
5	GC Agile Holdings Limited	10727998

Part B

Non-UK Chargors

	Name	Registered Number
1	Apex Fund Services Holdings Ltd	43608

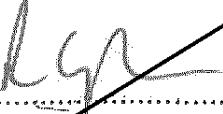
SCHEDULE 2
INITIAL ADMINISTRATIVE DETAILS OF THE PARTIES

Party	Address	Fax number and Email address	Attention
Apex Debt Holding Co Ltd	Veritas House 125 Finsbury Pavement	Tel. Number +44 (0) 20 3697 5353	Paul Spendiff Managing Director
	London, EC2A 1NQ	Fax Number +44 (0) 20 3697 5370 Fax	
Apex Consolidation Entity Ltd	Veritas House 125 Finsbury Pavement London, EC2A 1NQ	Tel. Number +44 (0) 20 3697 5353 Fax Number +44 (0) 20 3697 5370 Fax	Paul Spendiff Managing Director
Apex Fund Services (UK) Ltd	Veritas House 125 Finsbury Pavement London, EC2A 1NQ	Tel. Number +44 (0) 20 3697 5353 Fax Number +44 (0) 20 3697 5370 Fax	Paul Spendiff Managing Director
GC Agile Intermediate Holdings Limited	c/o Four Embarcadero Suite 1900 San Francisco, CA 94111 USA	Fax: +1 (415) 834-2383 sramakrishnan@gencap.com	Siddharth Ramakrishnan
GC Agile Holdings Limited	c/o Four Embarcadero Suite 1900 San Francisco, CA 94111 USA	Fax: +1 (415) 834-2383 sramakrishnan@gencap.com	Siddharth Ramakrishnan
Apex Fund Services Holdings Ltd.	Veritas House 125 Finsbury Pavement London, EC2A 1NQ	Tel. Number +44 (0) 20 3697 5353 Fax Number +44 (0) 20 3697 5370 Fax	Paul Spendiff Managing Director


SIGNATORIES

The Chargers

Executed and delivered as a deed by
APEX DEBT HOLDING CO LTD

)
)
) 
)
Director/Secretary


in the presence of


.....
Name of witness **SHARON WARD**
Address: **20 LEID STREET**
3RD FLOOR WILLIAMS HOUSE
HAMILTON HM 11
BERMUDA

Executed and delivered as a deed by
APEX CONSOLIDATION ENTITY LTD

)
)
) 
)
Director/Secretary

in the presence of


.....
Name of witness **SHARON WARD**
Address: **20 LEID STREET**
3RD FLOOR WILLIAMS HOUSE
HAMILTON HM 11
BERMUDA

Executed and delivered as a deed by
APEX FUNDS SERVICES (UK) LTD

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)
)
)
.....
Director/Secretary

in the presence of:

.....
Name of witness NZAU PRITOMAS

Address: 8 OLD MILL CLOSE
HAODENHAM
BUCKS
HP17 3HQ

Executed and delivered as a deed by
GC AGILE INTERMEDIATE HOLDINGS LIMITED

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)
)
.....
Director/Secretary

in the presence of:

.....
Name of witness
Address:

Executed and delivered as a deed by
APEX FUNDS SERVICES (UK) LTD

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)
)
.....
Director/Secretary

in the presence of:

.....
Name of witness Sharon Ward
Address: 20 Reid Street
3rd Floor Williams House
HAMILTON HM11
BERMUDA

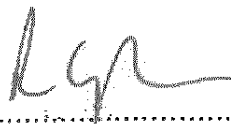
Executed and delivered as a deed by
GC AGILE INTERMEDIATE HOLDINGS LIMITED

)
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.....
Director/Secretary


in the presence of:

.....
Name of witness Sharon Ward
Address: 20 Reid Street
3rd Floor Williams House
HAMILTON HM11
BERMUDA

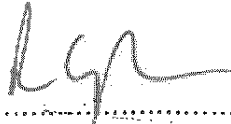
Executed and delivered as a deed by
GC AGILE HOLDINGS LIMITED

)
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)
Director/Secretary


in the presence of:

..... 
Name of witness Sharon Wae
Address: 20 Reid Street
3rd Floor Williams House
Hamilton HM 11, Bermuda

Executed and delivered as a deed by
APEX FUND SERVICES HOLDINGS LTD.

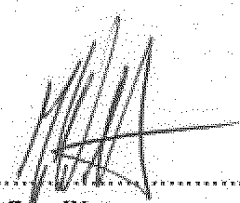
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)
Director/Secretary

in the presence of:

..... 
Name of witness Sharon Wae
Address: 20 Reid Street
3rd Floor Williams House
Hamilton HM 11, Bermuda

The Collateral Agent

GOLDMAN SACHS SPECIALTY LENDING GROUP,)
L.P., in its capacity as collateral agent for the Secured)
Parties)
)



.....
By: Greg Watts
Title: Senior Vice President