



Registration of a Charge

Company Name: **ALLOCATE SOFTWARE LIMITED**

Company Number: **02814942**



XCDB5BIY

Received for filing in Electronic Format on the: **02/10/2023**

Details of Charge

Date of creation: **29/09/2023**

Charge code: **0281 4942 0020**

Persons entitled: **KROLL TRUSTEE SERVICES LIMITED AS SECURITY TRUSTEE FOR ITSELF AND THE OTHER SECURED PARTIES**

Brief description: **SECURITY ACCESSION DEED**

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 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: **MCDERMOTT WILL & EMERY UK LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2814942

Charge code: 0281 4942 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th September 2023 and created by ALLOCATE SOFTWARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd October 2023 .

Given at Companies House, Cardiff on 5th October 2023

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**

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 29 September 2023

BETWEEN:

- (1) **DATIX BIDCO LIMITED**, a company incorporated in England and Wales with registered number 11203996 and registered office situated on the 2nd Floor at 1 Church Road, Richmond, United Kingdom, TW9 2QE (the “**Parent**”);
- (2) **ALLOCATE SOFTWARE LIMITED**, a company incorporated in England and Wales with registered number 02814942 and registered office situated on the 2nd Floor at 1 Church Road, Richmond, United Kingdom, TW9 2QE (“**Allocate Software**”);
- (3) **ALLOCATE BIDCO LIMITED**, a company incorporated in England and Wales with registered number 09021929 and registered office situated on the 2nd Floor at 1 Church Road, Richmond, United Kingdom, TW9 2QE (“**Allocate Bidco**”);
- (4) **QUALITY COMPLIANCE SYSTEMS LTD**, a company incorporated in England and Wales with registered number 06234100 and registered office situated on the 2nd Floor at 1 Church Road, Richmond, United Kingdom, TW9 2QE (“**Quality Compliance**”);
- (5) **DYNAMA SOLUTIONS LTD**, a company incorporated in England and Wales with registered number 10455743 and registered office situated on the 2nd Floor at 1 Church Road, Richmond, United Kingdom, TW9 2QE (“**Dynama Solutions**”);

(Allocate Software, Allocate Bidco, Quality Compliance and Dynama Solutions together the “**New Chargors**” and each a “**New Chargor**”);
- (6) **ANTIDOTE BIDCO LIMITED**, a company incorporated in England and Wales with registered number 11318779 and registered office situated on the 2nd Floor at 1 Church Road, Richmond, United Kingdom, TW9 2QE (the “**Share Security Provider**”); and
- (7) **KROLL TRUSTEE SERVICES LIMITED** (previously Lucid Trustee Services Limited) as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

RECITAL:

- A. This deed (the “**Deed**”) is supplemental to a debenture dated 27 April 2018 (as supplemented by supplemental debentures dated 29 May 2019, 9 November 2020, 20 October 2021, 20 June 2022 and 23 September 2022) between, amongst others, the Parent, the Chargors named therein and the Security Agent, as previously supplemented by earlier Security Accession Deeds (if any) and in each case, as amended, amended and restated, supplemented, varied or modified from time to time (the “**Debenture**”).

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this Deed unless given a different meaning in this Deed.

1.2 Construction

Clauses 1.2 (*Construction*) to 1.6 (*Miscellaneous*) (inclusive) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the “Debenture” and other similar expressions were references to this Deed.

2. ACCESSION OF NEW CHARGORS AND SHARE SECURITY PROVIDER

2.1 Accession

Each New Chargor and the Share Security Provider agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Limited Recourse

Notwithstanding any other provision of this Deed, the recourse of the Security Agent against the Share Security Provider in respect of the Secured Obligations is limited to the rights of enforcement and recovery against the Shares charged by the Share Security Provider under the Deed and, accordingly, the Security Agent agrees that the total amount recoverable against the Share Security Provider under this Deed shall be limited to the proceeds received by the Security Agent after realising the Shares of the Share Security Provider in accordance with this Deed.

2.3 Covenant to pay

Each New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment.

2.4 Specific Security

Each New Chargor (and, in the case of (b)(iv) below, the Share Security Provider), as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of legal mortgage, all Property now belonging to or vested in it; and
- (b) by way of first fixed charge:
 - (i) all other interests (not effectively charged under Clause 2.3(a) above) in any Property and the benefit of all other agreements relating to land;
 - (ii) all of its rights, title and interest in the Intellectual Property;
 - (iii) all of its rights, title and interest in the Equipment;
 - (iv) all the Investments, Shares and all corresponding Related Rights (including but not limited to all Investments and Shares listed at Schedule 1 (*Shares and Investments*)) to this Deed;
 - (v) all Trade Receivables and all rights and claims against third parties and against any security in respect of those Trade Receivables;
 - (vi) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;

- (vii) all monies standing to the credit of the Bank Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts (including but not limited to those Bank Accounts listed at Schedule 3 (*Bank Accounts*) to this Deed);
- (viii) all of its rights and interest in the Hedging Agreements;
- (ix) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets;
- (x) its goodwill and uncalled capital; and
- (xi) if not effectively assigned by Clause 2.4 (*Security Assignment*), all its rights, title and interest in (and claims under) the Insurance Policies (including but not limited to those Insurance Policies listed at Schedule 2 (*Insurance Policies*) to this Deed), the Intercompany Receivables, the Other Debts and the Assigned Agreements.

2.5 Security Assignment

As further continuing security for the payment of the Secured Obligations, each New Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest, both present and future, from time to time in the Intercompany Receivables, the Insurance Policies, Assigned Agreements, Other Debts, Material Contracts and the Acquisition Agreement, subject in each case to reassignment by the Security Agent to the relevant New Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.

2.6 Floating charge

- (a) As further security for the payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

3. NEGATIVE PLEDGE

No New Chargor and/or Share Security Provider will and each New Chargor and/or Share Security Provider will ensure that none of its Subsidiaries will, create or permit to subsist any Security or Quasi Security on or over the whole or any part its undertaking or assets (present or future) except as expressly permitted by the Debt Documents.

4. CONSTRUCTION OF DEBENTURE

- (a) The Debenture shall remain in full force and effect as supplemented by this Deed.
- (b) The Debenture and this Deed shall be read together as one instrument on the basis that references in the Debenture to “this deed” or “this Debenture” and other similar expressions will be deemed to be references to the Debenture as supplemented by this Deed.

5. **DESIGNATION AS A DEBT DOCUMENT**

This deed is designated as a Debt Document.

6. **FAILURE TO EXECUTE**

Failure by one or more parties (“**Non-Signatories**”) to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

7. **NOTICES**

Each New Chargor and the Share Security Provider confirms that its address details for notices are as follows:

ALLOCATE SOFTWARE LIMITED

Address: 2nd Floor 1 Church Road, Richmond, United Kingdom, TW9 2QE

Attention: Russell Kohl

Email: russell.kohl@rldatix.com

ALLOCATE BIDCO LIMITED

Address: 2nd Floor 1 Church Road, Richmond, United Kingdom, TW9 2QE

Attention: Russell Kohl

Email: russell.kohl@rldatix.com

QUALITY COMPLIANCE SYSTEMS LTD

Address: 2nd Floor 1 Church Road, Richmond, United Kingdom, TW9 2QE

Attention: Russell Kohl

Email: russell.kohl@rldatix.com

DYNAMA SOLUTIONS LTD

Address: 2nd Floor 1 Church Road, Richmond, United Kingdom, TW9 2QE

Attention: Russell Kohl

Email: russell.kohl@rldatix.com

ANTIDOTE BIDCO LIMITED

Address: 2nd Floor 1 Church Road, Richmond, United Kingdom, TW9 2QE

Attention: Russell Kohl

Email: russell.kohl@rldatix.com

8. **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.

9. **INVALIDITY OF ANY PROVISION**

If any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

10. **GOVERNING LAW**

- (a) This Deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) Subject to paragraph (c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed) (a “**Dispute**”). The Parties agree 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) The Parties agree that, for the benefit of the Secured Parties only, nothing in this Deed shall limit the right of the Secured Parties to bring any legal action against any of the New Chargors in any other court of competent jurisdiction.

IN WITNESS whereof this deed has been duly executed on the date first above written.

SCHEDULE 1
SHARES AND INVESTMENTS

Shares

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
Allocate Bidco Limited	Allocate Software Limited	71,352,869 ordinary shares of GBP 0.05 each
Allocate Bidco Limited	Dynama Solutions Ltd	84,500 A ordinary shares of GBP 0.01 each 14,265 B ordinary shares of GBP 0.01 each 1,235 C ordinary shares of GBP 0.10 each
Antidote Bidco Limited	Allocate Bidco Limited	320,601 ordinary shares of GBP 0.01 each
Allocate Software Limited	Quality Compliance Systems Ltd	200 ordinary A shares of GBP 1 each 200 ordinary B shares of GBP 1 each

Investments

Name of Chargor which holds the investments	Name of issuer	Number and description of investments
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[None at the date of this Deed]

SCHEDULE 2

INSURANCE POLICIES

Name of Chargor	Insurer	Policy Number	Type of Risk Insured
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[None at the date of this Deed]			
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SCHEDULE 3
BANK ACCOUNTS

Customer	Account Number	Sort Code
Allocate Software Limited	██████	██████
Dynama Solutions Limited	██████	██████
Quality Compliance Systems Ltd.	██████	██████

SIGNATORIES TO DEED OF ACCESSION

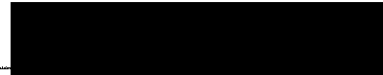
THE NEW CHARGORS

EXECUTED as a DEED by
ALLOCATE SOFTWARE LIMITED acting by:

Charlene Burns as Director:



Witness:



Name:

Jeffrey Stewart Rodd

Address:

18 Sillwood Road, Brighton BN1 2LF. UK

Occupation:

Treasurer

EXECUTED as a DEED by
ALLOCATE BIDCO LIMITED acting by:

Charlene Burns as Director:



Witness:



Name:

Jeffrey Stewart Rodd

Address:

18 Sillwood Road, Brighton BN1 2LF. UK

Occupation:

Treasurer

EXECUTED as a DEED by
QUALITY COMPLIANCE SYSTEMS LTD acting by:

Charlene Burns as Director:

Witness:

Name:

Jeffrey Stewart Rodd

Address:

18 Sillwood Road, Brighton BN1 2LF, UK

Occupation:

Treasurer

EXECUTED as a DEED by
DYNAMA SOLUTIONS LTD acting by:

Charlene Burns as Director:



Witness:



Name:

Jeffrey Stewart Rodd

Address:

18 Sillwood Road, Brighton BN1 2LF. UK

Occupation:

Treasurer

SHARE SECURITY PROVIDER

EXECUTED as a DEED by
ANTIDOTE BIDCO LIMITED acting by:

Charlene Burns as Director:



Witness:



Name:

Jeffrey Stewart Rodd

Address:

18 Sillwood Road, Brighton BN1 2LF. UK

Occupation:

Treasurer

THE PARENT

**EXECUTED as a DEED by
DATIX BIDCO LIMITED** acting by:

Charlene Burns as Director:

Witness:


Name: Jeffrey Stewart Rodd

Address: 18 Sillwood Road, Brighton BN1 2LF, UK

Occupation: Treasurer

THE SECURITY AGENT

EXECUTED by
KROLL TRUSTEE SERVICES LIMITED acting by:

_____ 
as Authorised Signatory

Notice Details

Address: The News Building Level 6, 3 London Bridge Street, London SE1 9SG

Attention: Kroll Trustee Services Limited

Email: deals@ats.kroll.com