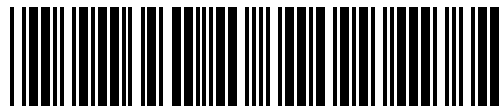




Registration of a Charge

Company Name: **TOPLEVEL HOLDINGS LIMITED**

Company Number: **03270082**



Received for filing in Electronic Format on the: **09/03/2022**

XAZF791C

Details of Charge

Date of creation: **03/03/2022**

Charge code: **0327 0082 0002**

Persons entitled: **GOLDMAN SACHS BANK USA (AS COLLATERAL AGENT)**

Brief description: **NOT APPLICABLE**

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: **MARK WALKER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3270082

Charge code: 0327 0082 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd March 2022 and created by TOPLEVEL HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th March 2022 .

Given at Companies House, Cardiff on 11th March 2022

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**

Signature: Mark Walker

Execution Version

Name: Mark Walker

Title: Solicitor

Date: 4 March 2022

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 3 March 2022

BETWEEN:

- (1) **ORBIT PRIVATE HOLDINGS I LTD**, a company incorporated in England and Wales with registered number 13408201 ("**Holdings**");
- (2) Each of the companies listed in Schedule 1 (*The New Chargors*) (the "**New Chargors**"); and
- (3) **GOLDMAN SACHS BANK USA** as Collateral Agent for itself and the other Secured Parties (the "**Collateral Agent**").

RECITAL:

This deed is supplemental to a debenture dated 10 December 2021 between, among others, Holdings, the Chargors named therein and the Collateral Agent (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.

1.2 Construction

Clauses 1.2 (*Construction*) to 1.9 (*Declaration of Trust*) 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 CHARGOR

2.1 Accession

Each New Chargor 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 Consent of existing Chargors

Holdings agrees and consents, for itself and on behalf of each of the other existing Chargors, to the terms of this Security Accession Deed and further agrees that its execution shall not, in any way, prejudice or affect the Security granted by each of the existing Chargors pursuant to (and the covenants given by each of them in) the Debenture.

2.3 Covenant to Pay

Each New Chargor as primary obligor covenants with the Collateral Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay, discharge and satisfy the Secured Obligations in the manner provided for in the Loan Documents when they fall due for payment pursuant to and in accordance with the Loan Documents.

2.4 Specific Security

Subject to Clause 2.7 (*Property Restricting Charging*), each New Chargor, as continuing security for the payment and performance of the Secured Obligations, charges in favour of the Collateral Agent for the benefit of the Secured Parties with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has a right, title or interest including all Related Rights by way of a first fixed charge:

- (a) all of its rights, title and interest in the Intellectual Property and all Related Rights;
- (b) all of its rights, title and interest in the Equipment and all Related Rights;
- (c) all the Investments, Shares and all corresponding Related Rights;
- (d) all Trade Receivables and all rights and claims against third parties and against any security in respect of those Trade Receivables and all Related Rights;
- (e) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts and all Related Rights;
- (f) 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 and all Related Rights in relation to each of those assets;
- (g) all of its rights, title and interest in the Hedging Agreements and all Related Rights;
- (h) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets and all Related Rights in relation to each of those assets;
- (i) its goodwill and uncalled capital and all Related Rights in relation to each of those assets; and
- (j) if not effectively assigned by Clause 2.5 (*Security Assignment*), all its rights, title and interest in (and claims under) the Insurance Policies, the Intercompany Receivables, the Other Debts and the Assigned Agreements and all Related Rights.

2.5 Security Assignment

Subject to Clause 2.7 (*Property Restricting Charging*), as further continuing security for the payment and performance of the Secured Obligations, each New Chargor assigns absolutely with full title guarantee to the Collateral Agent for the benefit of the Secured Parties all its rights, title and interest, both present and future, from time to time in the Intercompany Receivables, Insurance Policies, Assigned Agreements and the Other Debts including all Related Rights in relation to those assets, subject in each case to reassignment by the Collateral Agent to the relevant New Chargor of all such rights, title and interest upon the Termination Date.

2.6 Floating Charge

- (a) Subject to Clause 2.7 (*Property Restricting Charging*) as further security for the payment and performance of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Collateral 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) The floating charge created pursuant to paragraph (a) above shall be deferred in point of priority to all fixed Security validly and effectively created by each New Chargor under the Loan Documents in favour of the Collateral Agent as security for the Secured Obligators.
- (a) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Deed.

2.7 Property Restricting Charging

For the avoidance of doubt and without prejudice to the generality of this Clause 2, Clause 3.5 (*Property Restricting Charging*) of the Debenture shall be deemed to be incorporated in this Deed and apply with respect to the Security granted by any New Chargor under Clause 2.4 (*Specific Security*), 2.5 (*Security Assignment*) and Clause 2.6 (*Floating Charge*) as if references to “Chargor” were references to “New Chargor” and any further modifications as the context may require.

2.8 Notice of Assignment

By virtue of them being a party to this Deed, Holdings and each New Chargor shall be deemed to have notice of, and to have acknowledged, any assignment or other Security created under this Deed over any Intercompany Receivables pursuant to which any amounts or other obligations are owed by them to Holdings or another New Chargor.

3. NEGATIVE PLEDGE

No New Chargor shall procure, and each New Chargor shall ensure that none of its Restricted Subsidiaries shall create or permit to subsist any Security or Quasi Security on or over the whole or any part of the Charged Property or dispose or otherwise deal with any part of the Charged Property except as not prohibited by the Credit Agreement.

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 LOAN DOCUMENT

This Deed is designated as a Loan 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. 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
THE NEW CHARGORS

Company Name	Company Number
Equiniti Group Limited	07090427
Prosearch Asset Solutions Limited	02158381
Information Software Solutions Limited	03915585
Riskfactor Software Limited	03923431
Riskfactor Solutions Limited	02767525
PanCredit Systems Ltd.	02215760
Toplevel Holdings Limited	03270082
Toplevel Computing Limited	02341302
Invigia Limited	03318315
Charter UK Limited	02453655
Equiniti Data Limited	05350329
Equiniti Limited	06226088
Peter Evans & Associates Limited	01870532
Equiniti David Venus Limited	06351754
Prism Communications & Management Limited	04352585
Boudicca Proxy Ltd	07847924
Richard Davies Investor Relations Limited	04557486

SCHEDULE 2

SHARES AND INVESTMENTS

Shares

Name of New Chargor which holds the shares	Name of company issuing shares	Number and class of shares
Equiniti Group Limited	Equiniti Holdings Limited	10,000,001 ordinary share of £0.0002
	Equiniti Finance (Holdings) Ltd	63,997,725 ordinary shares of £1
	Equiniti (UK) Finance Ltd	1 ordinary share of £1
Information Software Solutions Limited	Riskfactor Software Limited	2 ordinary shares of £1
	Riskfactor Solutions Limited	30,000 ordinary shares of £1
Toplevel Holdings Limited	Toplevel Computing Limited	2 ordinary shares of £1
	Toplevel Development Limited	10,000 ordinary shares of £1
	Toplevel Software Limited	2 ordinary shares of £1
Invigia Limited	Charter UK Limited	10,000 ordinary shares of £0.10
	Circle of Insight Limited	1 ordinary share of £1
	MyCustomerFeedback.com Limited	1 ordinary share of £1
	Charter.Net Limited	1 ordinary share of £1
	Invigia International Limited	1 ordinary share of £1
Equiniti Data Limited	Equiniti Delivery Services Limited	100 ordinary shares of £1
Equiniti Limited	Trust Research Services Limited	1 ordinary share of £1
	Equiniti Services Limited	7,500,000 ordinary shares of £1
	Equiniti Registrars Nominees Limited	1 ordinary share of £1
	Equiniti Benefactor Limited	100 ordinary shares of £1
Equiniti David Venus Limited	Connaught Secretaries Limited	2 ordinary shares of £1

	SLC Corporate Services Limited	2 ordinary shares of £1
	SLC Registrars Limited	100 ordinary shares of £1
Prism Communications & Management Limited	Prism Cosec Limited	1 ordinary share of £1

Investments

Name of New Chargor which holds the investments

Name of issuer

Number and description of investments

None at the date of this Deed

SCHEDULE 3
INSURANCE POLICIES

<u>Name of New Chargor</u>	<u>Insurer</u>	<u>Policy Number</u>	<u>Type of Risk Insured</u>
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None at the date of this Deed.

SIGNATORIES TO DEED OF ACCESSION

THE NEW CHARGORS

EXECUTED as a DEED by
EQUINITI GROUP LIMITED acting by:

Director:

DocuSigned by:

REDACTED

CFED54A8D2B34B7...

Director:

DocuSigned by:

REDACTED

86E3F8326F4E442...

Andrew Puller

**EXECUTED as a DEED by
PROSEARCH ASSET SOLUTIONS LIMITED acting by:**

Director:

DocuSigned by:
REDACTED
D8C6E786D70E4E3

Witness:

DocuSigned by:
REDACTED
40218F0747C3481...

Witness name:

Simon Giles

Witness address:

Sutherland House, Russell way, Crawley RH10 1UH

Witness occupation:

Financial Integrations Manager

EXECUTED as a DEED by
INFORMATION SOFTWARE SOLUTIONS LIMITED acting by:

Director:

DocuSigned by:

REDACTED

DB06F788D70E4F3...

Director:

DocuSigned by:

REDACTED

2154D782B38C4C5...

John Pitcher

**EXECUTED as a DEED by
RISKFACTOR SOFTWARE LIMITED acting by:**

Director:

DocuSigned by:
REDACTED

BB66F788D78F4F8...

Director:

DocuSigned by:
REDACTED

2454D7B2B38C4C5...

John Pitcher

**EXECUTED as a DEED by
RISKFACTOR SOLUTIONS LIMITED acting by:**

Director:

DocuSigned by:
REDACTED
D8C6E786D70E4E3...

Director:

DocuSigned by:
REDACTED
2154D782B36E4C5...

John Pitcher

EXECUTED as a DEED by
PANCREDIT SYSTEMS LTD. acting by:

Director:

DocuSigned by:
REDACTED
D8C6E786D70E4E3

Director:

DocuSigned by:
REDACTED
FF467DA0457D455...
Sarah Jackson

EXECUTED as a DEED by
TOPLEVEL HOLDINGS LIMITED acting by:

Director:

DocuSigned by:

REDACTED

D8C8F786D70F4F3...

Director:

DocuSigned by:

REDACTED

2154D782B36C4C5...

John Pitcher

**EXECUTED as a DEED by
TOPLEVEL COMPUTING LIMITED acting by:**

Director:

DocuSigned by:
REDACTED
D8C6E786D70E4E3

Director:

DocuSigned by:
REDACTED
2454D7B2B38C4C5

John Pitcher

**EXECUTED as a DEED by
INVIGIA LIMITED acting by:**

Director:

DocuSigned by:
REDACTED
DBC6F786D70F4F3...

Director:

DocuSigned by:
REDACTED
2454D7B2B3664C6...
John Pitcher

**EXECUTED as a DEED by
CHARTER UK LIMITED acting by:**

Director:

DocuSigned by:
REDACTED
BB66F788D78F4F8...

Director:

DocuSigned by:
REDACTED
2454B7B2B3C64C5...
John Pitcher

EXECUTED as a DEED by
EQUINITI DATA LIMITED acting by:

Director:

DocuSigned by:
REDACTED
54896B854B8B45A...

Director:

DocuSigned by:
REDACTED
2454D7B2B3664C5...
John Pitcher

**EXECUTED as a DEED by
EQUINITI LIMITED acting by:**

Director:

DocuSigned by:
REDACTED
CEED54A8D2B34B7

Director:

DocuSigned by:
REDACTED
9A1D98522D514D3
Paul Matthews

**EXECUTED as a DEED by
PETER EVANS & ASSOCIATES LIMITED acting by:**

Director:

DocuSigned by:
REDACTED
BB66F788D78F4F8...

Director:

DocuSigned by:
REDACTED
9A4D98522D514B3...
Paul Matthews

**EXECUTED as a DEED by
EQUINITI DAVID VENUS LIMITED acting by:**

Director:

DocuSigned by:
REDACTED

89C6F798D70E4F3...

Director:

DocuSigned by:
REDACTED

35F4EC4B0C5048D...

Steven Johnson

EXECUTED as a DEED by
PRISM COMMUNICATIONS & MANAGEMENT LIMITED acting by:

Director:

DocuSigned by:

REDACTED

89C6F738D7054F3...

Director:

DocuSigned by:

REDACTED

35F4EC480C5048D...

Steven Johnson

EXECUTED as a DEED by
BOUDICCA PROXY LTD acting by:

Director:

DocuSigned by:
REDACTED
35E4EC4B0C5048D
Steven Johnson

Director:

DocuSigned by:
REDACTED
9A4B98522B514D3...
Paul Matthews

EXECUTED as a DEED by
RICHARD DAVIES INVESTOR RELATIONS LIMITED acting by:

Director:

DocuSigned by:
REDACTED
9A1D98522D514D3...
Paul Matthews

Director:

DocuSigned by:
REDACTED
CC412FFB6A19421...
Richard Davies

HOLDINGS

EXECUTED as a DEED by

ORBIT PRIVATE HOLDINGS I LTD acting by:

Director:

DocuSigned by:
REDACTED
094D22394B0840E

Director:

HOLDINGS

EXECUTED as a DEED by

ORBIT PRIVATE HOLDINGS I LTD acting by:

REDACTED

Director:

REDACTED

Director:

THE COLLATERAL AGENT

EXECUTED by
GOLDMAN SACHS BANK USA acting by:

REDACTED

Authorised Signatory: _