



Registration of a Charge

Company name: **ALTRAN UK LIMITED**

Company number: **03302507**



X7928P1N

Received for Electronic Filing: **28/06/2018**

Details of Charge

Date of creation: **19/06/2018**

Charge code: **0330 2507 0001**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

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 SECTION 859G OF THE COMPANIES ACT 2006, THE ENCLOSED COPY OF THE SECURITY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION UNDER SECTION 859A OF**

**THE COMPANIES ACT 2006 IS A TRUE AND CORRECT COPY OF
THE ORIGINAL SECURITY INSTRUMENT.**

Certified by:

PHILIPP HAGENBUCH



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3302507

Charge code: 0330 2507 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th June 2018 and created by ALTRAN UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th June 2018 .

Given at Companies House, Cardiff on 2nd July 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**

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration under section 859A of the Companies Act 2006 is a correct copy of the original security instrument.

EXECUTION VERSION

Signature: 
Date: 23/06/2018

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 19 June 2018

BETWEEN:

- (1) **Altran UK Limited**, a company incorporated in England and Wales with registered number 03302507 (the “**English Chargor**”);
- (2) **Aricent Technologies**, a company incorporated in the Cayman Islands with company number 165474 (the “**Cayman Chargor**”);
- (3) **Aricent Holdings (Gibraltar) Limited**, a company incorporated in Gibraltar with registered number 96790 (the “**Gibraltar Chargor**” and, together with the English Chargor and the Cayman Chargor, the “**New Chargors**” and each a “**New Chargor**”); and
- (4) **HSBC Corporate Trustee Company (UK) Limited** as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

RECITAL:

This deed is supplemental to a debenture dated 20 March 2018 between, amongst others, the Chargors named therein and the Security 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 1.5 (*Miscellaneous*) 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 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 in accordance with the terms of the relevant Secured Debt Documents.

2.3 Specific Security

Each New Chargor, 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 by way of first fixed charge:

- (a) all Property and the benefit of all other agreements relating to land;
- (b) all of its rights, title and interest in the Equipment;
- (c) all the Investments, Shares and all corresponding Related Rights;
- (d) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;
- (e) all monies from time to time standing to the credit of the Accounts (including any interest and other sums accruing thereon), together with all of its rights, title and interest in, and benefits and proceeds deriving from or arising in connection with, the Accounts;
- (f) all rights, title and interest in the Hedging Agreements;
- (g) all of its goodwill and uncalled capital; and
- (h) if not effectively assigned by Clause 3.2 (*Security Assignment*), all its rights, title and interest in (and proceeds and claims under) the Insurance Policies and the Assigned Agreements,

and includes, in respect of each of the above charged assets, (as appropriate), the benefit of all licences, consents and agreements held by each New Chargor in connection with the use of the asset, any monies or income paid or payable in respect of the asset, any proceeds of the sale of the asset and any other property, rights or claims relating to, accruing to or deriving from the asset

2.4 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 and to

- (a) the proceeds and claims under the Insurance Policies; and
- (b) the Assigned Agreements,

subject in each case to reassignment by the Security Agent to each New Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.

2.5 Floating charge

- (a) As further continuing security for the payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent 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 charges created by this deed.

3. NEGATIVE PLEDGE

No New Chargor may:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property under this deed; or

- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of Charged Property under this deed or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so,

except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent.

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 TRANSACTION SECURITY

This deed is designated as a Transaction Security 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 AND JURISDICTION

- 7.1 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.
- 7.2 Subject to sub-clause 7.3 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.
- 7.3 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 Chargors in any other court of competent jurisdiction.

IN WITNESS whereof this document has been duly executed as a deed and is delivered on the date first above written.

SIGNATORIES TO DEED OF ACCESSION

THE NEW CHARGORS

EXECUTED as a DEED by
ALTRAN UK LIMITED acting by:
REDACTED

Name: ROBERT BYRNE
Title: Director

Witness: REDACTED

Name: LORRAINE DAVIES

Address: Shackleton House, 4 Battle Bridge Lane, London SE1 2 HP

Occupation: Executive Secretary

EXECUTED as a DEED by
ARICENT TECHNOLOGIES acting by:

REDACTED

Name: Géraldine Le Maire
Title: Director

REDACTED

Witness:

Name: ✓ Francine Muller

Address: 96, avenue Charles de Gaulle, 92200, Neuilly-sur-Seine, France

Occupation: Head of Group Treasury

EXECUTED as a DEED by
ARICENT HOLDINGS (GIBRALTAR) LIMITED acting by:
REDACTED

Name: Amit Shashank
Title: Director

REDACTED

Witness: _____

Name: Doris Capalbi

Address: 50 Main Street, 10th Floor, White Plains, New York 10606

Occupation: Senior Legal Manager

THE SECURITY AGENT

EXECUTED as a DEED

by HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED acting by
its attorney/director

REDACTED

Attorney/Director

Luke Ashby
Authorised Signatory

Witnessed by:

REDACTED

BALJIT PUREWAL
AUTHORISED SIGNATORY

Witness Name:

Witness Address:
HSBC Bank plc
8 Canada Square
London
E14 5HQ

SCHEDULES TO DEED OF ACCESSION

SCHEDULE 1

PROPERTIES

None as at the date of this deed.

SCHEDULE 2

SHARES AND INVESTMENTS

Shares

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
Altran UK Limited	Information Risk Management Limited	255,368 ordinary shares
Aricent Technologies	Aricent Holdings Cyprus Ltd.	7,000 ordinary shares
Aricent Technologies	Aricent Holdings Mauritius Ltd.	753 ordinary shares
Aricent Technologies	Aricent Holdings Mauritius India Ltd.	29,040 ordinary shares
Aricent Technologies	Aricent Technologies Mauritius Ltd.	100,000 ordinary shares
Aricent Technologies	Frog Design Mauritius	100,000 ordinary shares
Aricent Technologies	Aricent Holdings (Gibraltar) Ltd.	2,000 ordinary shares
Aricent Holdings (Gibraltar) Ltd.	Aricent Holdings Luxembourg S. à r.l.	200,000 shares

Investments

Name of Chargor which holds the investments	Name of issuer	Number and description of investments
N/A	N/A	N/A

SCHEDULE 3
BANK ACCOUNTS

None as at the date of this deed.

SCHEDULE 4
INSURANCE POLICIES

None as at the date of this deed.