



**Registration of a Charge**

Company Name: **KNOWLEDGE SUPPORT SYSTEMS LICENSING LIMITED**

Company Number: **04006757**



Received for filing in Electronic Format on the: **24/05/2021**

XA56WCPV

**Details of Charge**

Date of creation: **18/05/2021**

Charge code: **0400 6757 0005**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **NOT APPLICABLE**

**Contains fixed charge(s).**

**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: **ADDLESHAW GODDARD LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4006757

Charge code: 0400 6757 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th May 2021 and created by KNOWLEDGE SUPPORT SYSTEMS LICENSING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th May 2021 .

Given at Companies House, Cardiff on 25th May 2021

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**

**SECOND AMENDMENT TO COLLATERAL PLEDGE AGREEMENT**

This Second Amendment to Collateral Pledge Agreement (this “Amendment”) dated this 18<sup>th</sup> day of May 2021, by **KNOWLEDGE SUPPORT SYSTEMS LICENSING LIMITED**, a company organized under the laws of England (“KSS Limited”), **KNOWLEDGE SUPPORT SYSTEMS, INC.**, a corporation organized under the laws of the State of New Jersey (“KSSI”), **MARKET PLANNING SOLUTIONS INC.**, a corporation organized under the laws of the State of Delaware (“MPSI”, and together with KSS Limited and KSSI, collectively, the “Pledgors” and each individually a “Pledgor”), and **HSBC UK BANK PLC** (“Secured Party”).

**BACKGROUND**

A. To induce Secured Party to extend credit to Kalibrate Technologies Limited, a company organized under the laws of England with registered number 02800886 (“Parent”, and together with any other borrower joined to the Facilities Agreement (as defined below) from time to time, the “Borrowers” and each a “Borrower”) pursuant to that certain Facilities Agreement dated as of July 26, 2018, among Borrowers, Pledgors, the other Obligors (as defined therein) party thereto from time to time and Secured Party (as amended, restated, amended and restated or otherwise modified from time to time, the “Facilities Agreement”), and to secure the Obligations, Pledgors have executed in favor of Secured Party a Collateral Pledge Agreement dated as of December 4, 2019 (as amended, restated, replaced or otherwise modified from time to time, the “Pledge Agreement”).

B. MPSI and Intalytics, Inc., a Michigan corporation (“Intalytics”), are parties to that certain Securities Purchase Agreement, dated January 27, 2021, by and among Intalytics, as the company, Robert Buckner, David Huntoon, Robert Kennedy, Kevin King, Matthew Montgomery, Justin Tischler and Jonathan Wilson, as the sellers, and MPSI, as the buyer, pursuant to which MPSI will purchase all of the outstanding equity securities of Intalytics (the “Acquisition”).

C. Secured Party and Pledgors now wish to amend the Pledge Agreement as a result of the Acquisition.

D. Pursuant to Section 14 of the Pledge Agreement, the Pledge Agreement may only be modified by written instrument signed by each Pledgor and Secured Party.

E. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Pledge Agreement.

NOW, THEREFORE, with the foregoing Background incorporated by reference and made a part hereof and intending to be legally bound, the parties agree as follows:

1. Amendments.

(a) Section 27 of the Pledge Agreement is hereby amended and restated in its entirety as follows:

“27. Notwithstanding anything to the contrary in the Facilities Agreement, the other Finance Documents or any agreements, instruments or documents associated

therewith or related thereto (the “Obligation Documents”) or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges and accepts that any liability of any Affected Financial Institution arising under any Obligation Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder or under any Obligation Document which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Obligation Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

For purposes of this Section, the following definitions shall be applicable:

“Affected Financial Institution” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“Bail-In Legislation” means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial

institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein and Norway.

“EEA Resolution Authority” means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution.

“EU Bail-In Legislation Schedule” means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

“Resolution Authority” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“UK Financial Institution” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“UK Resolution Authority” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“Write-Down and Conversion Powers” means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or

instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.”

(b) Schedule I to the Pledge Agreement is hereby deleted in its entirety and replaced with Schedule I attached hereto.

2. Representations and Warranties. Each Pledgor represents and warrants to Secured Party that:

(a) All warranties and representations made to Secured Party under the Pledge Agreement are true and correct as of the date hereof.

(b) The execution and delivery by such Pledgor of this Amendment and the performance of the transactions herein contemplated (i) is and will be within its powers and (ii) is not and will not be in contravention of any order of any court or other agency of government, of law or any other indenture, agreement or undertaking to which such Pledgor is a party or by which the property of such Pledgor is bound, or be in conflict with, result in a breach of, or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or undertaking or result in the imposition of any lien, charge or encumbrance of any nature on any of the properties of such Pledgor.

(c) This Amendment and any assignment, instrument, document, or agreement executed and delivered in connection herewith, will be valid, binding, and enforceable in accordance with its respective terms.

3. Conditions Precedent/Effectiveness Conditions. This Amendment shall be effective upon (each document to be in form and substance satisfactory to Secured Party in its sole discretion):

(a) Secured Party’s receipt of this Amendment fully executed by each Pledgor; and

(b) Execution and/or delivery of all other agreements, instruments and documents requested by Secured Party to effectuate and implement the terms hereof.

4. Covenant. Pledgors shall deliver to Secured Party all stock certificates or any other certificates issued by Intalytics representing the Pledged Collateral, accompanied by duly executed instruments of transfer or assignments in blank, to be held by Secured Party in accordance with the terms of the Facilities Agreement.

5. Reaffirmation. Each Pledgor hereby acknowledges and agrees that (a) the Pledge Agreement and the security interest granted to Secured Party therein continues unimpaired and in full force and effect and the Pledged Collateral continues to secure the Obligations, (b) the Pledge Agreement constitutes the valid, binding and enforceable obligation of such Pledgor subject to no

defense, setoff, counterclaim or deduction of any nature, and (c) all Pledged Collateral remains free and clear of any liens other than liens in favor of Secured Party.

6. Ratification of Pledge Agreement. Except as expressly set forth herein, all of the terms and conditions of the Pledge Agreement are hereby ratified and confirmed and continue unchanged and in full force and effect. All references to the Pledge Agreement shall mean the Pledge Agreement as modified by this Amendment.

7. Governing Law. This Amendment and the rights and obligations of the parties hereunder shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York without regard to any conflicts of law principles.

8. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same respective agreement. Signature by facsimile or electronic transmission shall bind the parties hereto.

9. EACH PLEDGOR AND SECURED PARTY HEREBY WAIVE ANY AND ALL RIGHTS SUCH PERSON MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION COMMENCED BY OR AGAINST SECURED PARTY WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO, AND ALL MATTERS ARISING FROM THIS AMENDMENT, THE PLEDGE AGREEMENT, THE OBLIGATIONS OR THE PLEDGED COLLATERAL.


[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, each Pledgor and Secured Party have caused this Amendment to be duly executed as of the date first written above.


**KNOWLEDGE SUPPORT SYSTEMS  
LICENSING LIMITED**

By:   
Name: Oliver Shaw  
Title: Director

**KNOWLEDGE SUPPORT SYSTEMS, INC.**

By:   
Name: Oliver Shaw  
Title: President

**MARKET PLANNING SOLUTIONS INC.**

By:   
Name: Oliver Shaw  
Title: President



**HSBC UK BANK PLC, as Secured Party**

By:  \_\_\_\_\_

Name: Mark Boyle

Title: Corporate Relationship Director

[SIGNATURE PAGE TO SECOND AMENDMENT TO PLEDGE AGREEMENT]

## SCHEDULE I

### **Pledged Collateral**

The following Pledged Collateral is hereby pledged by Pledgors to Secured Party pursuant to the Collateral Pledge Agreement to which this Schedule is attached:

#### **Pledged Corporations**

<b>Name of Entity</b>	<b>Jurisdiction of Formation</b>	<b>No. of Shares Authorized and Issued</b>	<b>No. of Shares owned and Pledged by Pledgor</b>	<b>Certificate No. if Applicable</b>	<b>Owner of Interest</b>
Knowledge Support Systems, Inc.	New Jersey	2,000/1,002	1,000	3	Knowledge Support Systems Licensing Limited
Knowledge Support Systems, Inc.	New Jersey	2,000/1,002	1	4	Knowledge Support Systems Licensing Limited
Knowledge Support Systems, Inc.	New Jersey	2,000/1,002	1	5	Knowledge Support Systems Licensing Limited
Market Planning Solutions Inc.	Delaware	1,000/100	100	A-1	Knowledge Support Systems, Inc.

MPSI International, Inc.	Oklahoma	10,000/500	500	2	Market Planning Solutions Inc.
MPSI Systems Canada Inc.	Canada	Unlimited/1	1	C-1	Market Planning Solutions Inc.
Trade Area Systems, Inc.	Delaware	1,000/1,000	1,000	C001	Market Planning Solutions Inc.
Intalytics, Inc.	Michigan	60,000/21,500	21,500	10	Market Planning Solutions Inc.