



**Registration of a Charge**

Company name: **NIU SOLUTIONS LIMITED**

Company number: **04009445**

Received for Electronic Filing: **05/03/2018**



X711Q8GP

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**Details of Charge**

Date of creation: **23/02/2018**

Charge code: **0400 9445 0011**

Persons entitled: **MML UK PARTNERS LLP (AS THE SECURITY TRUSTEE)**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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:

**PINSENT MASONS LLP**



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

Company number: 4009445

Charge code: 0400 9445 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd February 2018 and created by NIU SOLUTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th March 2018 .

Given at Companies House, Cardiff on 7th March 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

## DEED OF ACCESSION

THIS DEED OF ACCESSION is made on 23 february 2018

### BETWEEN:-

- (1) **NIU SOLUTIONS HOLDINGS LIMITED** (company number: 07828487) ("**NIU Holdings**"), a company incorporated in England or Wales whose registered office is at Lynton House, 7-12 Tavistock Square, London, WC1H 9BQ;
- (2) **NIU SOLUTIONS LIMITED** (company number: 04009445) ("**NIU Solutions**"), a company incorporated in England or Wales whose registered office is at Lynton House, 7-12 Tavistock Square, London, WC1H 9BQ;  
  
(NIU Holdings and NIU Solutions together the "**New Chargors**" and each a "**New Chargor**")
- (3) **CSI TOPCO LIMITED** (the "**Parent**") for itself and as agent for and on behalf of each of the other Chargors named in the Debenture referred to below; and
- (4) **MML UK PARTNERS LLP** as the Security Trustee.

### WHEREAS:-

- (A) The New Chargors are, or will on the date of this Deed of Accession become, wholly-owned Subsidiaries of the Parent.
- (B) The Parent has entered into a deed dated 1 August 2017 (as supplemented and amended by Deeds of Accession or otherwise from time to time, the "**Debenture**") between the Parent, each of the companies named in the Debenture as Chargors, and MML UK Partners LLP as Security Trustee for the Beneficiaries.
- (C) Each New Chargor at the request of the Parent and in consideration of the Secured Finance Parties making or continuing to make facilities available to the Parent or any other member of its group and after giving due consideration to the terms and conditions of the Secured Finance Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed of Accession by it will be of benefit to it, has decided in good faith and for the purpose of carrying on its business to enter into this Deed and become a Chargor under the Debenture.

### IT IS AGREED as follows:-

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Debenture shall have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1.2 of the Debenture shall apply to this Deed of Accession insofar as they are relevant to it, as they apply to the Debenture.

#### 2. ACCESSION

Each New Chargor agrees:-

- 2.1 to become a party to and to be bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if each New Chargor had been an original party in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed of Accession); and

- 2.2 to be bound by all the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.

**3. COVENANT TO PAY**

Without prejudice to the generality of clause 2, each New Chargor (jointly and severally with the other Chargors) covenants in the terms set out in clauses 2.1 (*Secured Liabilities*) and 2.2 (*Guarantee and indemnity*) of the Debenture.

**4. SECURITY**

Each New Chargor mortgages, charges and assigns to the Security Trustee, as agent and trustee for the Secured Finance Parties, all its business, undertaking and assets on the terms of Clause 3 of the Debenture, provided that:-

- 4.1 the Land charged by way of legal mortgage shall be the Land referred to in Schedule 1 (*Details of Land*);
- 4.2 the Insurances assigned or (to the extent not assigned or effectively assigned) charged shall include the insurances referred to in Schedule 2 (*Details of Material Insurances*); and
- 4.3 the Intellectual Property charged shall include the Intellectual Property referred to in Schedule 3 (*Details of Intellectual Property*).

**5. EFFECT ON DEBENTURE**

The Debenture and this Deed of Accession shall be read as one so that references in the Debenture to "this Deed", "herein", and similar phrases shall be deemed to include this Deed of Accession.

**6. GOVERNING LAW**

This Deed of Accession and any non-contractual obligations arising out of or in connection with it are governed by English law.

**EXECUTED AS A DEED AND DELIVERED** on the date set out at the beginning of this Deed.

**SCHEDULE 1**  
**DETAILS OF LAND**

**SCHEDULE 2**

**DETAILS OF MATERIAL INSURANCES**

**SCHEDULE 3**

**DETAILS OF INTELLECTUAL PROPERTY**



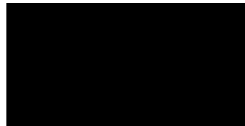
**THE NEW CHARGORS**

EXECUTED as a Deed by NIU SOLUTIONS )  
HOLDINGS LIMITED )  
acting by Kevin Lewis )



a Director, in the presence of:-

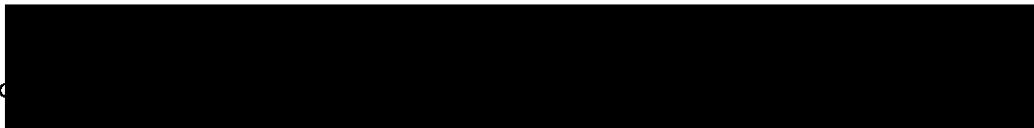
Signature of witness:



Director

Name of witness: OLIVER HASLAM

Address:



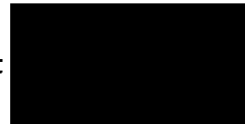
Occupation:

EXECUTED as a Deed by NIU SOLUTIONS )  
LIMITED )  
acting by Kevin Lewis )



a Director, in the presence of:-

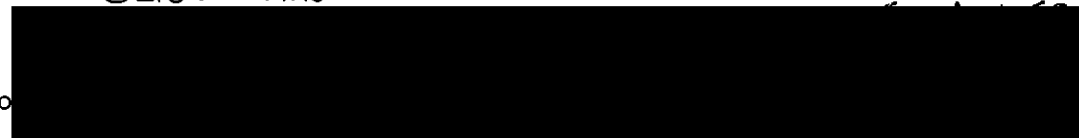
Signature of witness:



Director

Name of witness: OLIVER HASLAM

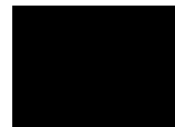
Address:



Occupation:

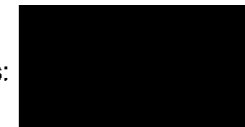
**THE PARENT**

EXECUTED as a Deed by CSI TOPCO )  
LIMITED )  
acting by Kevin Lewis )



a Director, in the presence of:-

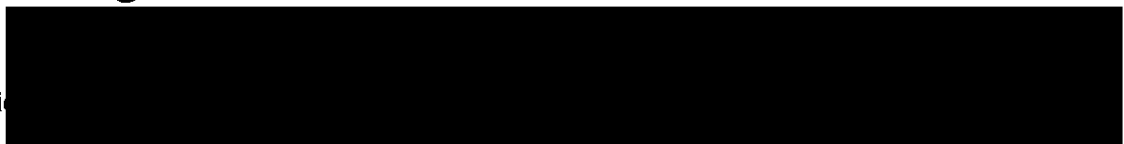
Signature of witness:



Director

Name of witness: OLIVER HASLAM

Address:



Occupation:

**THE SECURITY TRUSTEE**

**SIGNED** for and on behalf of )  
**MML UK PARTNERS LLP** acting by its )  
attorney under a power of attorney dated )  
**23.** February 2018

