



**Registration of a Charge**

Company name: **THE SPECIALIST WORKS LIMITED**

Company number: **04604217**



X7CE4RHA

Received for Electronic Filing: **15/08/2018**

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**Details of Charge**

Date of creation: **14/08/2018**

Charge code: **0460 4217 0007**

Persons entitled: **SANTANDER UK PLC**

Brief description:

**Contains fixed charge(s).**

**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: 4604217

Charge code: 0460 4217 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th August 2018 and created by THE SPECIALIST WORKS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th August 2018 .

Given at Companies House, Cardiff on 17th August 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**

## PLEDGE AGREEMENT

This PLEDGE AGREEMENT (this “Agreement”), dated as of August 14, 2018, is made between The Specialist Works Limited, a company incorporated in England and Wales with registered number 04604217 (the “Pledgor”) and Santander UK plc, for itself and as security trustee for the Santander UK Group Companies (the “Lender”).

TSWG Limited, a company incorporated in England and Wales with registered number 11450828 (the “Parent”), certain subsidiaries of Parent and the Lender are parties to the £15,000,000 Facility Agreement, dated August 14, 2018 (as amended, modified, renewed or extended from time to time, the “Facility Agreement”).

The Obligors have requested and/or obtained certain loans or other credit accommodations from the Lender which are or may be from time to time secured by assets and property of the Pledgor and/or certain subsidiaries of the Parent.

It is a condition precedent to the Obligors’ utilization of the Facility under the Facility Agreement that the Pledgor enter into this Agreement and pledge to the Lender, the shares of the capital stock of TSW Holdings Inc., a Delaware corporation (“TSW Holdings”), owned by the Pledgor, to secure the obligations of the Obligors under the Facility Agreement.

Accordingly, the parties hereto agree as follows:

### SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Facility Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Facility Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Additional Collateral” means any and all (i) additional capital stock or other equity securities issued by, or interests in, TSW Holdings, whether certificated or uncertificated, (ii) warrants, options or other rights entitling the Pledgor to acquire any interest in capital stock or other equity securities of or other equity interests in TSW Holdings, (iii) securities, property, interest, dividends and other payments and distributions issued as an addition to, in redemption of, in renewal or exchange for, in substitution or upon conversion of, or otherwise on account of, the Pledged Shares or such additional capital stock or other equity securities or other interests in TSW Holdings, and (iv) cash and non-cash proceeds of the Pledged Shares, and all supporting obligations, of any or all of the foregoing, in each case from time to time received or receivable by, or otherwise paid or distributed to or acquired by, the Pledgor.

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

“Bail-In Legislation” means, 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 for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

“EEA Financial Institution” means (i) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (ii) any entity established in an EEA Member Country which is a parent of an institution described in clause (i) of this definition, or (iii) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (i) or (ii) 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 EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

“Pledged Collateral” has the meaning set forth in Section 2(a).

“Pledged Collateral Agreements” has the meaning set forth in Section 5(h).

“Pledged Shares” means all of the issued and outstanding shares of capital stock, whether certificated or uncertificated, of TSW Holdings owned by the Pledgor, as more specifically described in Schedule 1.

“Related Parties” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person’s Affiliates.

“Santander UK Group Companies” means Santander UK plc and each of its subsidiaries from time to time.

“Secured Liabilities” means all present and future obligations and liabilities expressed to be due, owing or payable by any Obligor to any of the Santander UK Group Companies (whether present or future, actual or contingent and whether incurred solely or jointly (jointly or severally) with any other person) including without limitation interest, commission, costs, charges and expenses charged by the Lender at rates agreed between it and the relevant Obligor, or in the absence of express agreement, in accordance with the Lender's normal practice for the time being, and interest and fees that accrue after the commencement by or against any

Obligor of any insolvency proceeding naming such Obligor as the debtor in such proceedings regardless of whether such interest and fees are allowed claims in such proceedings.

“UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York.

“Write-Down and Conversion Powers” means, 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.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC; provided, however, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 shall govern.

(d) Interpretation. The rules of interpretation set forth in Clause 1.2 of the Facility Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

## SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Liabilities, the Pledgor hereby grants to the Lender a security interest in all of the Pledgor’s right, title and interest in, to and under (i) the Pledged Shares and Additional Collateral and any certificates and instruments now or hereafter representing the Pledged Shares and Additional Collateral, (ii) all rights, interests and claims with respect to the Pledged Shares and Additional Collateral, including under any and all related agreements, instruments and other documents, and (iii) all books, records and other documentation of the Pledgor related to the Pledged Shares and Additional Collateral, in each case whether presently existing or owned or hereafter arising or acquired and wherever located (collectively, the “Pledged Collateral”).

(b) Pledgor Remains Liable. Anything herein to the contrary notwithstanding, (i) to the extent the Pledgor is a party thereto, the Pledgor shall remain liable under any contracts, agreements and other documents included in the Pledged Collateral (including any Pledged Collateral Agreements), to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Lender of any of the rights granted to the Lender hereunder or under any other Finance Document shall not release the Pledgor from any of its duties or obligations under such contracts, agreements and other documents included in the Pledged Collateral, except to the extent the Pledgor is no longer a party thereto and (iii) the Lender shall not have any obligation or liability under any such contracts, agreements and other documents included in the Pledged Collateral by reason of this Agreement, nor shall the Lender be obligated to perform any of the obligations or duties of the Pledgor thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Pledged Collateral hereunder.

(c) Continuing Security Interest. The Pledgor agrees that this Agreement shall create a continuing security interest in the Pledged Collateral.

### SECTION 3 Perfection and Priority.

(a) Financing Statements. The Pledgor hereby authorizes the Lender to file at any time and from time to time any financing statements describing the Pledged Collateral, and the Pledgor shall execute and deliver to the Lender, and the Pledgor hereby authorizes the Lender to file (with or without the Pledgor's signature), at any time and from time to time, all amendments to financing statements, continuation financing statements, termination statements, assignments, affidavits, reports, notices and other documents and instruments, in form satisfactory to the Lender, as the Lender may reasonably request, necessary to perfect and continue perfected, maintain the priority of or provide notice of the Lender's security interest in the Pledged Collateral and to accomplish the purposes of this Agreement. Without limiting the generality of the foregoing, the Pledgor ratifies and authorizes the filing by the Lender of any financing statements filed with respect to the Pledged Collateral prior to the date hereof.

(b) Delivery of Pledged Collateral. The Pledgor hereby agrees to deliver to or for the account of the Lender, the certificates, if any, evidencing the Pledged Collateral, together with a written power of transfer in favor of the Lender. If the Pledgor shall become entitled to receive or shall receive any Pledged Collateral after the date hereof, the Pledgor shall deliver to or for the account of the Lender the certificates, if any, evidencing any such Pledged Collateral together with a written power of transfer in favor of the Lender.

(c) Transfer of Security Interest Other Than by Delivery. If for any reason Pledged Collateral cannot be delivered to or for the account of the Lender as provided in subsection 3(b), the Pledgor shall promptly take such other steps as may be necessary or as shall be reasonably requested from time to time by the Lender to effect a collateral assignment of a perfected first priority security interest in and pledge of the Pledged Collateral to the Lender pursuant to the UCC. To the extent practicable, the Pledgor shall thereafter deliver the Pledged Collateral to or for the account of the Lender as provided in Section 3(b).

SECTION 4 Representations and Warranties. The Pledgor represents and warrants to the Lender that:

(a) Location of Chief Executive Office. Jurisdiction of Organization and Name. The Pledgor's chief executive office as of the date of this Agreement is 4 Abbey Wood Road, Kings Hill, West Malling, Kent, England, ME19 4AB. The Pledgor's jurisdiction of organization and exact legal name is as set forth in the first paragraph of this Agreement. The Pledgor has not, at any time during the five (5) year period immediately preceding the date of this Agreement: (i) been known as or used any other corporate, trade or fictitious name; (ii) changed its name; (iii) been the surviving or resulting corporation in a merger or consolidation; or (iv) acquired through asset purchase or otherwise any business of any Person.

(b) Pledged Shares and other Pledged Collateral. (i) All of the Pledged Shares have been duly and validly issued, and are and will be fully paid and non-assessable, (ii) the Pledgor is, and with respect to any Additional Collateral will be, the legal record and beneficial

owner thereof, and has and will have good and marketable title thereto, free from any Security other than Permitted Security and Transaction Security, (iii) there are no restrictions on the transferability of the Pledged Collateral to the Lender or with respect to the foreclosure, transfer or disposition thereof by the Lender, except (a) as provided under applicable securities or "Blue Sky" laws and (b) such consents as have already been obtained by the Pledgor, (iv) the Pledged Shares constitute all of the issued and outstanding shares of capital stock of TSW Holdings; (v) no securities convertible into or exchangeable for any shares of capital stock of TSW Holdings, or any options, warrants or other commitments entitling any Person to purchase or otherwise acquire any shares of capital stock of any TSW Holdings, are issued and outstanding and (vi) any and all Pledged Collateral Agreements which affect or relate to the voting or giving of written consents with respect to any of the Pledged Shares pledged by the Pledgor have been disclosed in writing to the Lender.

(c) Enforceability; Priority of Security Interest. (i) This Agreement creates a security interest which is enforceable against the Pledged Collateral in which the Pledgor now has rights and will create a security interest which is enforceable against the Pledged Collateral in which the Pledgor hereafter acquires rights at the time the Pledgor acquires any such rights, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity; and (ii) (x) the Lender has a perfected and first priority security interest or (y) when financing statements in appropriate form are filed by the Lender pursuant to Section 3 (or other actions described in Section 3 are taken) with respect to which a security interest may be perfected by filing pursuant to the UCC (or taking such other action as described in Section 3) in favor of the Lender, the Lender will have a perfected and first priority security interest, in the Pledged Collateral in which the Pledgor now has rights, and will have a perfected and first priority security interest in the Pledged Collateral in which the Pledgor hereafter acquires rights at the time the Pledgor acquires any such rights, in each case, for the Lender's benefit, subject to Permitted Security and securing the payment and performance of the Secured Liabilities.

(d) Other Financing Statements. Other than financing statements in favor of the Lender, no effective financing statement naming the Pledgor as debtor, assignor, grantor, mortgagor, pledgor or the like and covering all or any part of the Pledged Collateral is on file in any filing or recording office in any jurisdiction.

The Pledgor agrees that the foregoing representations and warranties shall be deemed to have been made by it on the date of each delivery of Pledged Collateral hereunder.

SECTION 5 Covenants. So long as any of the Secured Liabilities (other than contingent indemnification obligations as to which no claims have been asserted) remain unsatisfied or the Lender has any Commitment, the Pledgor agrees that:

(a) Defense of Pledged Collateral. The Pledgor will appear in and defend any action, suit or proceeding which may affect to a material extent its title to, or right or interest in, or the Lender's right or interest in, the Pledged Collateral.

(b) Preservation of Pledged Collateral. The Pledgor will do and perform all reasonable acts that may be necessary and appropriate to maintain, preserve and protect the Pledged Collateral.

(c) Compliance with Laws, Etc. The Pledgor will comply with all laws, regulations and ordinances, and all policies of insurance, with which the failure to comply with would materially affect the possession, operation, maintenance and control of the Pledged Collateral. The Pledgor will make appropriate entries on its books and records disclosing the Lender's security interests in the Pledged Collateral.

(d) Change in Name, Identity or Structure. The Pledgor will give at least 30 days' prior written notice to the Lender of (i) any change in its name, (ii) any change in its jurisdiction of organization, (iii) any change in its registration as an organization (or any new such registration); and (iv) any changes in its identity or structure in any manner which might make any financing statement filed hereunder incorrect or misleading.

(e) Disposition of Pledged Collateral. The Pledgor will not surrender or lose possession of (other than to the Lender), sell, lease, rent, or otherwise dispose of or transfer any of the Pledged Collateral or any right or interest therein, except to the extent permitted by the Finance Documents.

(f) Security. The Pledgor will keep the Pledged Collateral free of all Security except Permitted Security and Transaction Security.

(g) Securities Accounts. The Pledgor will give the Lender immediate notice of the establishment of any securities account with respect to any Pledged Collateral and will cooperate with the Lender in obtaining control (as defined in the UCC) with respect to such securities account.

(h) Shareholder Agreements and Other Agreements. The Pledgor shall comply in all material respects with all of its obligations under any shareholders agreement, operating agreement, partnership agreement, voting trust, proxy agreement or other agreement or understanding with respect to the Pledged Collateral (collectively, the "Pledged Collateral Agreements") to which it is a party and shall enforce all of its rights thereunder. The Pledgor shall not vote to enable or take any other action to: (A) amend or terminate, or waive compliance with any of the terms of, any such Pledged Collateral Agreement, certificate or articles of incorporation, bylaws or other organizational documents in any way that materially changes the rights of the Pledgor with respect to any such Pledged Collateral in a manner adverse to the Lender or that adversely affects the validity, perfection or priority of the Lender's security interest in the Pledged Collateral.

## SECTION 6 Administration of the Pledged Collateral.

(a) Pledged Collateral. Unless and until an Event of Default shall have occurred and be continuing, the Pledgor shall be entitled to receive and retain for its own account any cash dividend on or other cash distribution or payment, if any, in respect of the Pledged Collateral, to the extent not prohibited by the Facility Agreement. Upon the occurrence and during the continuance of any Event of Default, the Lender shall be entitled, at its option, to



receive all distributions and payments of any nature with respect to any Pledged Collateral, and all such distributions or payments received by the Pledgor shall be held in trust for the Lender and, in accordance with the Lender's instructions, remitted to the Lender or deposited to an account with the Lender in the form received (with any necessary endorsements or instruments of assignment or transfer). Additionally, the Lender shall have the right, upon the occurrence and during the continuance of an Event of Default, following prior written notice to the Pledgor, to vote and to give consents, ratifications and waivers with respect to any Pledged Collateral, and to exercise all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining thereto, as if the Lender were the absolute owner thereof; provided that the Lender shall have no duty to exercise any of the foregoing rights afforded to it and shall not be responsible to the Pledgor or any other Person for any failure to do so or delay in doing so.

(b) Voting Prior to an Event of Default. Unless and until an Event of Default shall have occurred and be continuing, the Pledgor shall have the right to vote the Pledged Collateral held by the Pledgor and to give consents, ratifications and waivers in respect thereof, and shall retain the power to control the direction, management and policies of any Person comprising the Pledged Collateral to the same extent as the Pledgor would if such Pledged Collateral were not pledged to the Lender pursuant to this Agreement; provided, however, that no vote shall be cast or consent, waiver or ratification given or action taken which would have the effect of materially impairing the position or interest of the Lender in respect of the security interests granted to the Lender in such Pledged Collateral or which would alter the voting rights with respect to the Pledged Collateral or otherwise violate any provision of this Agreement, the Facility Agreement, or any other Finance Document.

SECTION 7 Authorization; Lender Appointed Attorney-in-Fact. The Lender shall have the right to, in the name of the Pledgor, or in its own name or otherwise, without notice to or assent by the Pledgor, and the Pledgor hereby constitutes and appoints the Lender (and any of the Lender's officers or employees or agents designated by the Lender) as the Pledgor's true and lawful attorney-in-fact, with full power and authority to:

(a) file any of the financing statements which must be filed to perfect or continue perfected, maintain the priority of or provide notice of the Lender's security interest in the Pledged Collateral;

(b) vote the Pledged Collateral held by the Pledgor and to give consents, ratifications and waivers in respect thereof

(c) execute any and all endorsements, assignments or other documents and instruments necessary to sell, lease, assign, convey or otherwise transfer title in or dispose of the Pledged Collateral;(d) execute and deliver to any securities intermediary or other Person any entitlement order or other notice, document or instrument which the Lender may deem necessary or advisable to maintain, protect, realize upon and preserve the Pledged Collateral and the Lender's security interest therein; and

(e) execute any and all such other documents and instruments, and do any and all acts and things for and on behalf of the Pledgor, which the Lender may deem necessary or

advisable to maintain, protect, realize upon and preserve the Pledged Collateral and the Lender's security interest therein and to accomplish the purposes of this Agreement.

The Lender agrees that, except upon the occurrence and during the continuance of an Event of Default, it shall not exercise the power of attorney, or any rights granted to the Lender, pursuant to clauses (b) through (e). The Pledgor hereby ratifies, to the extent permitted by law, all that the Lender shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 7.

**SECTION 8 Lender Performance of Pledgor Obligations.** The Lender may perform or pay any obligation which the Pledgor has agreed to perform or pay under or in connection with this Agreement, unless such performance or payment is being reasonably disputed by the Pledgor, and the Pledgor shall reimburse the Lender on demand for any amounts paid by the Lender pursuant to this Section 8.

**SECTION 9 Lender's Duties.** Notwithstanding any provision contained in this Agreement, the Lender shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Pledgor or any other Person for any failure to do so or delay in doing so. Beyond the exercise of reasonable care to assure the safe custody of Pledged Collateral in the Lender's possession and the accounting for moneys actually received by the Lender hereunder, the Lender shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Pledged Collateral.

**SECTION 10 Remedies.**

(a) **Remedies.** Upon the occurrence and during the continuance of any Event of Default, the Lender shall have, in addition to all other rights and remedies granted to it in this Agreement, the Facility Agreement or any other Finance Document, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, the Pledgor agrees that the Lender may sell, resell, lease, use, assign, transfer or otherwise dispose of any or all of the Pledged Collateral at public or private sale, by one or more contracts, in one or more parcels, at the same or different times, for cash or credit or for future delivery without assumption of any credit risk, all as the Lender deems advisable; provided, however, that the Pledgor shall be credited with the net proceeds of sale only when such proceeds are finally collected by the Lender. The Lender shall have the right upon any such public sale, and, to the extent permitted by law, upon any such private sale, to purchase the whole or any part of the Pledged Collateral so sold, free of any right or equity of redemption, which right or equity of redemption the Pledgor hereby releases, to the extent permitted by law. The Lender shall give the Pledgor such notice of any public or private sale as may be required by the UCC or other applicable law. The Pledgor recognizes that the Lender may be unable to make a public sale of any or all of the Pledged Collateral, by reason of prohibitions contained in applicable securities laws or otherwise, and expressly agrees that a private sale to a restricted group of purchasers for investment and not with a view to any distribution thereof shall be considered a commercially reasonable sale. The Pledgor waives any right it may have to require the Lender to pursue any third Person for any of the Secured Liabilities. The Lender may comply with any applicable state or federal law requirements in connection with a disposition of the Pledged Collateral and compliance will not be considered adversely to affect the commercial

reasonableness of any sale of the Pledged Collateral. The Lender may sell the Pledged Collateral without giving any warranties as to the Pledged Collateral. The Lender may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Pledged Collateral. If the Lender sells any of the Pledged Collateral upon credit, the Pledgor will be credited only with payments actually made by the purchaser, received by the Lender and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Pledged Collateral, the Lender may resell the Pledged Collateral and the Pledgor shall be credited with the proceeds of the sale.

(b) Application of Proceeds. The cash proceeds actually received from the sale or other disposition or collection of Pledged Collateral, and any other amounts received in respect of the Pledged Collateral the application of which is not otherwise provided for herein, shall be applied as provided in the Facility Agreement. The Pledgor shall remain liable to the Lender for any deficiency which exists after any sale or other disposition or collection of Pledged Collateral.

SECTION 11 Certain Waivers. The Pledgor waives, to the fullest extent permitted by law: (a) any right of redemption with respect to the Pledged Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling of the Pledged Collateral or other collateral or security for the Secured Liabilities; (b) any right to require the Lender (i) to proceed against any Person, (ii) to exhaust any other collateral or security for any of the Secured Liabilities, (iii) to pursue any remedy in the Lender's power, or (iv) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Pledged Collateral; and (c) all claims, damages, and demands against the Lender arising out of the repossession, retention, sale or application of the proceeds of any sale of the Pledged Collateral.

SECTION 12 Notices. All notices or other communications hereunder shall be given in writing and in the manner and to the addresses specified on the signature pages hereto. Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices and other communications (i) sent by facsimile or by email shall be deemed to have been given when sent, and (ii) posted to an internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its email address as described herein, of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if a notice or other communication is not given during normal business hours for the recipient, it shall be deemed to have been given at the opening of business on the next business day for the recipient. Each of the Pledgor and the Lender may change its address, facsimile number or email address for notices and other communications hereunder by written notice to the other parties.

SECTION 13 No Waiver; Cumulative Remedies. No failure on the part of the Lender to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are

cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Lender.

SECTION 14 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Pledgor, the Lender and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 15 Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Pledged Collateral are governed by the law of a jurisdiction other than New York.

SECTION 16 Submission to Jurisdiction. The Pledgor irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Lender and its Related Parties in any way relating to this Agreement or the transactions relating hereto, in any forum other than the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to this Agreement against the Pledgor or any other Obligor or its properties in the courts of any jurisdiction.

(a) Waiver of Venue. The Pledgor irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement in any court referred to in subsection (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(b) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 12. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

SECTION 17 Waiver of Jury Trial. **EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED**

**HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, LENDER OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

SECTION 18 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall not be amended except by the written agreement of the parties as provided in the Facility Agreement.

SECTION 19 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 20 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery by the Pledgor of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 21 Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Finance Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Finance Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of an EEA 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 an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA 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 EEA 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 Finance Document; or

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

## SECTION 22 PATRIOT Act.

The Pledgor is hereby notified that pursuant to the requirements of the US Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56) (commonly known as the USA Patriot Act) (the “USA PATRIOT Act”), the Lender may be required to obtain, verify and record information that identifies the Pledgor, which information includes its name and address and other information that will allow the Lender to identify it in accordance with the USA PATRIOT Act. The Pledgor shall, promptly following a request by the Lender, provide all documentation and other information that such Lender requests in order to comply with its ongoing obligations under applicable US “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act.

*[Remainder of page intentionally left blank; signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the date first above written.

**PLEDGOR:  
THE SPECIALIST WORKS LIMITED**

By: 

Name: PARRY JONES

Title: DIRECTOR

Address:  
4 Abbey Wood Road  
Kings Hill, West Malling  
Kent  
England  
ME19 4AB

**LENDER:  
SANTANDER UK PLC, as Lender**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:  
Santander Corporate & Commercial  
100 Ludgate Hill  
London  
EC4M 7RE

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the date first above written.

**PLEDGOR:**  
**THE SPECIALIST WORKS LIMITED**


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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:  
4 Abbey Wood Road  
Kings Hill, West Malling  
Kent  
England  
ME19 4AB

**LENDER:**  
**SANTANDER UK PLC, as Lender**

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

Name: NAVIN DABASIA

Title: DIRECTOR, STRUCTURED FINANCE

Address:  
Santander Corporate & Commercial  
100 Ludgate Hill  
London  
EC4M 7RE



**SCHEDULE 1  
TO THE PLEDGE AGREEMENT**

**PLEDGED SHARES**

Common stock of TSW Holdings Inc., a Delaware corporation, being represented by stock certificates as follows:

<u>Certificate No.</u>	<u>Certificate Date</u>	<u>Number and Class of Pledged Shares</u>
1	July 21, 2016	5,000