



**Registration of a Charge**

Company name: **CIP (V) NOMINEES LIMITED**

Company number: **07817913**



X9XHP77S

Received for Electronic Filing: **02/02/2021**

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**Details of Charge**

Date of creation: **02/02/2021**

Charge code: **0781 7913 0002**

Persons entitled: **CINVEN PARTNERS LLP**

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: **SIMPSON THACHER & BARTLETT**



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

Company number: 7817913

Charge code: 0781 7913 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd February 2021 and created by CIP (V) NOMINEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd February 2021 .

Given at Companies House, Cardiff on 3rd February 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

2 February 2021

FROM

**CIP (V) NOMINEES LIMITED**

*as Assignor*

IN FAVOUR OF

**CINVEN PARTNERS LLP**

*as Secured Party*

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**SECURITY DEED**

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To: Cinven Partners LLP as Secured Party

**THIS DEED** is made on 2 February 2021 by CIP (V) Nominees Limited a limited liability company incorporated in England with company registration number 07817913 and registered address at C/O Hackwood Secretaries Limited, One Silk Street, London, EC2Y 8HQ (“**Nominee**”) as Nominee on behalf of each Assignor who is a Nominee Holder in relation to the assignment of certain receivables in respect of the Fifth Cinven Fund Co-Investment Partnership (the “**Assignment**”) dated 24 July 2019 entered into by the Assignors (as defined therein) in favour of the Secured Party.

## **1. DEFINITIONS**

### **1.1 Definitions**

Terms defined in the Assignment shall have the same meaning when used in this Deed.

### **1.2 Interpretation**

- (a) If there is any conflict or inconsistency between any provision of the Assignment and this Deed, the provisions of the Assignment shall prevail over this Assignment.
- (b) Each Assignor that is a Nominee Holder has directed the Nominee to enter into this Deed pursuant to Clause 1.6 (*Nominee Holder Direction*) and to perform all of that Assignor’s obligations under this Deed and the Assignment on behalf of that Assignor.
- (c) The parties agree that this Deed shall constitute an Accession Deed for the purposes of the Assignment.

## **2. ACCESSION**

The Nominee hereby confirms that, as from the date of this Deed, it intends to be a party to the Assignment as an Assignor and to grant the assignments, charges and other security interests thereunder in favour of the Secured Party, undertakes to perform all the obligations expressed in the Assignment to be assumed by an Assignor and agrees that it shall be bound by all provisions of the Assignment as if it had been an original party to the Assignment.

## **3. COVENANT TO PAY**

The Nominee covenants with the Secured Party that it will on demand when they become due pay and discharge the Secured Liabilities, on a several (and no joint) basis, in the manner and at the time provided for in the Proceeds Loan Agreement in accordance with Clause 2 (*Covenant to pay*) of the Assignment.

## **4. SECURITY**

### **4.1 Assignment**

The Nominee, on a several (and not joint) basis, as primary obligor and not merely as surety, with full title guarantee, assigns its Security Assets absolutely and unconditionally by way of security to the Secured Party in accordance with Clause 3.1 (*Security - Assignment*) of the Assignment.

#### 4.2 Fixed Charge

As security for the payment and discharge of the Secured Liabilities, the Nominee with full title guarantee (to the extent that it is not subject to an effective assignment under Clause 4.1 above) charges in favour of the Secured Party, by way of first fixed charge, all of its present and future rights and interest in, title to, and benefit of its Security Assets in accordance with Clause 3.2 (*Security – Fixed Charge*) of the Assignment.

#### 4.3 Trust

If or to the extent that the assignment of, or the creation of fixed charge over, any Security Asset is ineffective because of a prohibition on that assignment, the Nominee holds it on trust for the Secured Party in accordance with Clause 3.3 (*Security – Trust*) of the Assignment.

### 5. POSITIVE COVENANTS

As soon as reasonably practicable after executing this Deed the Assignor shall, in accordance with Clause 7 (*Positive Covenants*) of the Assignment:

- (a) give notice to the following persons (the “**Notifiable Persons**”);
  - (i) each Member of the Fifth Cinven Fund Co-Investment Partnership; and
  - (ii) Cinven Nominees Limited (in its capacity as “Cinven Nominees” under the Fifth Fund Co-Investment Plan),in each case in the form set out in Schedule 1 (*Form of notice of assignment*) of the Assignment; and
- (b) use reasonable endeavours to procure that each of the Notifiable Persons promptly acknowledges that notice in the form set out in Schedule 2 (*Form of acknowledgement and confirmation*) of the Assignment, or in any other form agreed by the Secured Party.

### 6. NEGATIVE PLEDGE

The covenants in this Clause 6 are made by the Nominee and remain in force from the date of this Deed until the expire of the Security Period.

#### 6.1 Assignment

The Nominee will not assign, transfer or otherwise dispose of the Security Assets.

#### 6.2 Negative Pledge

The Nominee shall not create or permit to subsist any Security over any Security Asset.

## **7. GOVERNING LAW AND ENFORCEMENT**

English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it. Clause 28.2 (*Jurisdiction*) of the Assignment applies to this Deed as if set out in full, *mutatis mutandis*.

**EXECUTED** as a deed and delivered on the date appearing at the beginning of this Deed.

<b>EXECUTED</b> as a <b>DEED</b>	)	
by	)	
<b>CIP (V) NOMINEES LIMITED</b>	)	
as Nominee	)	Signature of authorised signatory of Nominee

	Signature of witness
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Laura Wells	Name of witness
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	Address of witness
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