



Registration of a Charge

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

Company number: **07817913**

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



X9XHP7MQ

Details of Charge

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

Charge code: **0781 7913 0001**

Persons entitled: **CINVEN PARTNERS LLP**

Brief description:

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: **SIMPSON THACHER & BARTLETT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7817913

Charge code: 0781 7913 0001

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

BETWEEN

CIP (V) Nominees Limited

as Additional Pledgor

AND

CINVEN PARTNERS LLP

as Pledgee

AND

Fifth Cinven Fund FCP-SIF

acting through its management company **Cinven Manco S.à r.l.**

as Debtor

SECURITY AGREEMENT

CONTENTS

1.	DEFINITIONS.....	3
2.	ACCESSION	3
3.	PLEDGE.....	4
4.	NEGATIVE PLEDGE	4
5.	POWER OF ATTORNEY	4
6.	MISCELLANEOUS	5
7.	COUNTERPARTS – ORIGINAL COPIES	5
8.	NOTICES.....	5
9.	JURISDICTION	5
10.	GOVERNING LAW	6

THIS SECURITY AGREEMENT IS MADE ON 2 February 2021

BETWEEN

1. **CIP (V) Nominees Limited** a company incorporated in England with registered number 07817913 and registered address at C/O Hackwood Secretaries Limited, One Silk Street, London, EC2Y 8HQ (the "**Additional Pledgor**");

AND

2. **CINVEN PARTNERS LLP**, a limited liability partnership incorporated in England with number OC366256 and having its registered office at 21 St James's Square, London, United Kingdom, SW1Y 4JZ (the "**Pledgee**");

AND

3. **Fifth Cinven Fund FCP-SIF**, a *fond commun de placement – fonds d'investissement spécialisé* established and existing under laws of the Grand Duchy of Luxembourg and registered with the Luxembourg Register of commerce and companies (*Registre de Commerce et des Sociétés Luxembourg*) under number K949, acting through its management company **Cinven Manco S.à r.l.**, a *société à responsabilité limitée*, incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 8, rue Lou Hemmer, L-1748 Luxembourg-Findel and registered with the Luxembourg Register of commerce and companies (*Registre de Commerce et des Sociétés Luxembourg*) under number B 163645, (the "**Debtor**").

WHEREAS:

- A. Reference is made to the pledge agreement over claims dated 24 July 2019 and made between the Pledgee and the Fifth Fund CIP Investors (the "**Pledge Agreement**");
- B. The Additional Pledgor has agreed to enter into this Agreement and to be a Pledgor under the Pledge Agreement bound by the terms of the Pledge Agreement in such capacity.
- C. The Additional Pledgor is a Nominee and each Pledgor who is a Nominee Holder has directed the Nominee to enter into this Agreement and to perform all of that Nominee Holder's obligations under this Agreement and the Pledge Agreement on behalf of that Nominee Holder.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

Terms defined in the Pledge Agreement have the same meanings in this Agreement unless given a different meaning in this Agreement.

The parties agree that this Agreement shall constitute an Accession Agreement for the purposes of the Pledge Agreement.

2. ACCESSION

The Additional Pledgor hereby agrees and confirms that:

- 2.1. it is a party to the Pledge Agreement as a Pledgor;
- 2.2. it is bound by all the terms of the Pledge Agreement which are expressed to be binding on a Pledgor and has all rights expressed to be granted to a Pledgor thereunder; and
- 2.3. in particular, the Pledge referred to in Clause 2 (Creation and Perfection of each Pledge) of the Pledge Agreement on the terms set out therein over the relevant Pledged Assets owned by it is created and exists.

3. PLEDGE

In consideration of the Pledgee making available to the Additional Pledgor the facilities under the Proceeds Loan Agreement, the Additional Pledgor covenants to the Pledgee to pay or discharge its Secured Liabilities in the manner and at the time provided for in the Proceeds Loan Agreement and in order to provide continuing security for the payment or performance of the Secured Liabilities, and to create security interests in accordance with the Financial Collateral Law:

- 3.1. a first ranking pledge (gage de premier rang) is and has been granted by the Additional Pledgor over its Pledged Assets to the Pledgee, as security for the full and punctual payment, due performance and discharge of its Secured Liabilities on a several (not joint) basis, which pledge is and has been acknowledged and accepted by the Pledgee and the Debtor; and
- 3.2. the Debtor confirms its acceptance of the Pledge for the purposes of Article 5 of the Financial Collateral Law and any other applicable laws.

4. NEGATIVE PLEDGE

The Nominee shall not create or permit to subsist any security over any of its Pledged Assets and shall not sell, transfer or otherwise dispose of any of its Pledged Assets.

5. POWER OF ATTORNEY

- 5.1. The Additional Pledgor hereby irrevocably appoints each of:

(a) the Pledgee; and

(b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Pledgee,

jointly and severally to be its attorney (*mandataire*), in its name and on its behalf, and in such manner as the attorney in its absolute discretion think fit following the occurrence of an Acceleration Event, or following the failure by the Additional Pledgor to comply with a request from the Pledgee to take any action and sign or execute any further documents which the Additional Pledgor is required to take, sign or execute in accordance with this Agreement or that the Pledgee may consider to be requisite for (a) carrying out any obligation imposed on it under this Agreement or (b) by exercising any of the rights conferred on the Pledgee by this Agreement or by law.

- 5.2. The Additional Pledgor hereby agrees to approve, ratify and/or confirm whatever any such attorney (acting reasonably) will properly and lawfully do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause in each case when such approval, ratification and/or confirmation is considered necessary by the Pledgee.
- 5.3. The parties agree in accordance with article 2003 of the Luxembourg civil code that the powers of attorney granted pursuant to this Clause do not terminate upon the occurrence of personal bankruptcy or similar Luxembourg or foreign law proceedings affecting the rights of creditors generally in respect of the Additional Pledgor.

6. MISCELLANEOUS

With effect from the date of the Agreement it is confirmed that:

- 6.1. the Pledge Agreement will be read and construed for all purposes with the Additional Pledgor as an original party in the capacity of Pledgor;
- 6.2. the Pledge Agreement and this Agreement shall be read as one and any reference in the Pledge Agreement to "this Agreement, "herein" and similar phrases will include this Agreement and all references in the Pledge Agreement to a Schedule to the Pledge Agreement (or any part of it) will include a reference to the corresponding Schedule to this Agreement (or relevant part of it);
- 6.3. the Pledgee shall provide to HSBC Corporate Trustee Company (UK) Limited, a copy of this Agreement by email at the date of this Agreement.

7. COUNTERPARTS – ORIGINAL COPIES

This Agreement shall be executed in as many originals as they are parties thereto and the parties declare having received one original copy.

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which, when executed and delivered, shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

8. NOTICES

All notices or other communications under or in connection with this Agreement shall be given in the manner and become effective as set forth in Clause 14 (*Notices*) of the Proceeds Loan Agreement:

- a) to the Additional Pledgor at the address mentioned in the Schedule of the Pledge Agreement.
- b) to the Pledgor and the Debtor as set forth in Clause 17 (*Notices*) of the Pledge Agreement.

9. JURISDICTION

Exclusive jurisdiction is granted to the Courts of the City of Luxembourg (Grand Duchy of Luxembourg) and any claims arising under this Agreement shall be submitted to the Courts of the City of Luxembourg.

10. GOVERNING LAW

This Agreement (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this Agreement) shall be exclusively governed by and construed in all respects in accordance with Luxembourg law.

This Agreement has been executed in three (3) originals on the day and year first before written and each party acknowledges receipt of one signed original.

[Signature page follows]

THE ADDITIONAL PLEDGORS

CIP (V) Nominees Limited

as Additional Pledgor



For and on behalf of

Cinven Partners LLP

as Pledgee

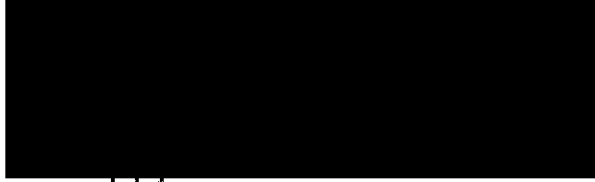


Title: duly authorised signatory of **Cinven Group Limited**, itself LLP Designated Member of the Pledgee

Fifth Cinven FD Lux SCSp

acting through its management company **Cinven Manco S.à r.l.**

as *Debtor*



By: Gautier Laurent / Elona Ajdari

Title: duly authorised signatory