



Registration of a Charge

Company name: **NIU SOLUTIONS HOLDINGS LIMITED**

Company number: **07828487**



X70QL008

Received for Electronic Filing: **28/02/2018**

Details of Charge

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

Charge code: **0782 8487 0004**

Persons entitled: **GLAS TRUST CORPORATION LIMITED (AS THE SECURITY AGENT)**

Brief description: **N/A**

Contains fixed charge(s).

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

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:

**CHIRAAG PATEL, ASSOCIATE AT FRIED, FRANK, HARRIS,
SHRIVER & JACOBSON (LONDON) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7828487

Charge code: 0782 8487 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd February 2018 and created by NIU SOLUTIONS HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th February 2018 .

Given at Companies House, Cardiff on 1st 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

Save for material requested pursuant to s859B of the Companies Act 2006, I certify that this is a true and complete copy of the original seen by me

Name: CHARLES AREL

Title: ADOLAR

Date: 27/2/2018

EXECUTION VERSION

DEED OF ACCESSION AND CHARGE FOR A NEW CHARGOR

Fried, Frank, Harris, Shriver & Jacobson (London) LLP
41 Lothbury - London - EC2D 7HE

THIS DEED OF ACCESSION AND CHARGE is made on 23 February 2018

BETWEEN:

- (1) NIU SOLUTIONS HOLDINGS LIMITED (registered in England and Wales under number 07828487) and NIU SOLUTIONS LIMITED registered in England and Wales under number 04009445) (each a "New Chargor" and together the "New Chargors");
- (2) CSI Midco Limited (registered in England and Wales under number 10865483) (the "Parent"); and
- (3) GLAS TRUST CORPORATION LIMITED (the "Security Agent").

WHEREAS:

- (A) This Deed is supplemental to a Debenture (the "Principal Deed") dated 1 August 2017 between, amongst others, the Parent and the Security Agent as agent and trustee for the Secured Parties named in the Principal Deed (the "Secured Parties") (as supplemented and amended by a deed of accession dated 1 August 2017 between Computer Systems Integration Group Limited and Evolve Secure Solutions Group Limited (as New Chargors), the Parent and the Security Agent).
- (B) Each New Chargor has agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the Secured Parties), all of its property, undertaking and assets to secure the Secured Obligations, and to accede to the Principal Deed.

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Incorporation:** Words or expressions defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed.
- 1.2 **Additional Definitions:** In this Deed:

"Account Bank" means any bank or financial institution with which the New Chargors maintain a Bank Account.

"Bank Account" means any account with any bank or financial institution in which any New Chargor now or in the future has an interest including any replacement or substitute or subdivision or sub account of that account and to the extent of such interest, all credit balances now or in the future on such accounts and all Related Rights.

"Insurance Policy" means any contract or policy of insurance of any New Chargor (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of any New Chargor or (to the extent of its interest) in which any New Chargor has an interest at any time but excluding any liability insurance and any directors' and officers' insurance.

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs

(including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights.

"Intellectual Property Rights" in relation to a New Chargor, means all and any of its Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to Clauses 3.2 (b) (xiii) to 3.2 1.1(b)(xviii) (*Fixed security*) inclusive (or pursuant to the equivalent provisions in any Deed of Accession and Charge).

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise.

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including fixed plant or machinery from time to time situated on or forming part of such land, trade and tenant's fixtures) and includes all Related Rights.

"Material Intellectual Property" means any Intellectual Property owned by a New Chargor which is material in the context of its business and which is required by it in order to carry on its business as it is being conducted (including but not limited to Specified Intellectual Property and excluding any Restricted IP).

"Material Land" means all Land other than:

- (a) Restricted Land;
- (b) Short Leasehold Property; or
- (c) freehold property with a value of less than £1,000,000.

"Mortgaged Land" means any property specified in Schedule 2 (*Registered Land to be Mortgaged*) Deed of Accession and Charge.

"Related Rights" means:

- (a) in relation to any asset:
 - (i) the proceeds of sale of any part of that asset;
 - (ii) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
 - (iii) all rights, powers, benefits, claims, contracts, warranties, negotiable instruments, remedies, Security, guarantees, indemnities or covenants for title in respect of that asset; and
 - (iv) any moneys and proceeds paid or payable in respect of that asset; and
- (b) in relation to any Mortgaged Land:
 - (i) each and every part of that Mortgaged Land, including the land, cellars, eaves, buildings, structures, fixtures and fittings (including such trade fixtures and fittings, furnishings and equipment in which a New Chargor has an interest)

now or in the future on that property and all easements and other rights attaching to that property; and

- (ii) the benefit of any undertakings, servitudes, covenants or warranties in respect of that property or any moneys paid or payable in respect of those undertakings, servitudes, covenants or warranties.

"Relevant Account" means the Specified Bank Accounts (and any renewal or redesignation of any such account) and any other Bank Account that may from time to time be identified in writing as a Relevant Account by the Security Agent and any New Chargor (and any replacement or substitute account or any subdivision or sub account of such account)

"Restricted IP" means any Intellectual Property owned by or licensed to a New Chargor which, in each case, precludes either absolutely or conditionally that New Chargor from creating a charge over its interest in that Intellectual Property and in respect of which consent has not yet been obtained pursuant to Clause 3.4 (b) (*Third Party Consents*) of the Principal Deed.

"Restricted Land" means any leasehold property held by a New Chargor under a lease which precludes either absolutely or conditionally that New Chargor from creating a mortgage or charge over its leasehold interest in that property and in respect of which consent has not yet been obtained pursuant to Clause 3.4 (b) (*Third Party Consents*) of the Principal Deed.

"Short Leasehold Property" means leasehold property of a New Chargor with a term of less than 15 years left to run.

"Specified Bank Accounts" means the Bank Accounts described in Schedule 4 (*Specified Bank Accounts*).

"Specified Intellectual Property" means the Intellectual Property listed in Schedule 2 (*Specified Intellectual Property*).

"Specified Investments" means, in relation to a New Chargor, all Investments in a Material Subsidiary which at any time:

- (a) represent a holding in a Subsidiary of such New Chargor or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Companies Act 2006 "30 per cent or more" were substituted for "a majority";
- (b) are held in the name of the Security Agent or its nominee or to its order; or
- (c) that New Chargor has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee.

2. ACCESSION BY THE NEW CHARGOR TO THE PRINCIPAL DEED

- 2.1 **Accession:** Each New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor.
- 2.2 **Covenant to pay:** Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will pay or discharge the Secured Obligations when due at the times and in the manner provided in the relevant Finance Documents including any liability in respect of future advances made under the Finance Documents.

2.3 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

2.4 **Parent's agreement to the accession:** The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to the New Chargor's accession.

3. ASSIGNMENTS

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Obligations, assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent (as trustee for the Secured Parties):

- (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies;
- (b) all of its rights, title and interest from time to time in respect of the Hedging Agreements;
- (c) all of its rights, title and interest from time to time in respect of any Intra-Group Loans; and
- (d) all of its rights, title and interest from time to time in respect of any Material Contracts.

4. FIXED SECURITY

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Obligations, charges in favour of the Security Agent (as trustee for the Secured Parties):

- (a) by way of legal mortgage, all Material Land in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Debenture, in each case as described in Schedule 2 (*Registered Land to be Mortgaged*);
- (b) by way of fixed charge:
 - (i) with the exception of any Restricted Land or Short Leasehold Property, all other Land which is now its property;
 - (ii) with the exception of any Restricted Land or Short Leasehold Property, all other Land which in the future becomes its property and all rights under any licence or other agreement or document which gives a New Chargor a right to occupy or use such Land;
 - (iii) all Land (other than Short Leasehold Property) which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that Land, but only with effect from the date on which that consent is obtained;
 - (iv) all other interests and rights in or relating to Land (other than Short Leasehold Property) or in the proceeds of sale of Land now or in the future belonging to it including any Related Rights;

- (v) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 4;
- (vi) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
- (vii) all Specified Investments which are now its property, including all proceeds of sale derived from them;
- (viii) all Specified Investments in which that New Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
- (ix) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;
- (x) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
- (xi) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Debenture;
- (xii) all its goodwill and uncalled capital now and in the future
- (xiii) all Specified Intellectual Property belonging to it;
- (xiv) with the exception of any Restricted IP, all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xv) with the exception of any Restricted IP, all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xvi) with the exception of any Restricted IP, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- (xvii) all Intellectual Property (including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world) which by virtue of obtaining third party consent to charge such Intellectual Property has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained;
- (xviii) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;

- (xix) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (b) (xiv) to (xvii) inclusive of this Clause;
- (xx) all trade debts now or in the future owing to it;
- (xxi) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xxii) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (*Security assignments*);
- (xxiii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;
- (xxiv) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Deed;
- (xxv) all moneys at any time standing to the credit of any Bank Account and the debt represented by any such credit balance; and
- (xxvi) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them now and in the future.

5. CREATION OF FLOATING CHARGE

5.1 Each New Chargor, with full title guarantee, charges to the Security Agent (as trustee for the Secured Parties) as security for the payment or discharge of all Secured Obligations, by way of floating charge:

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (*Security assignments*) or charged by any fixed charge contained in Clause 4 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Principal Deed; and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case, so that such New Chargor shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 6 (*Negative pledge and other restrictions*) of this Deed with respect to any such Floating Charge Asset.

- 5.2 The parties agree (without limitation to the general nature of each New Chargor's accession to the Principal Deed contained in Clause 2 that the crystallisation provisions contained in Clause 4 of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed.

6. NEGATIVE PLEDGE AND OTHER RESTRICTIONS

Except as specifically permitted by the Facilities Agreement, no New Chargor shall (and the Parent shall ensure that no other member of the Group will):

- (a) create, or agree or attempt to create, or permit to subsist any Security or any trust over any of its Assets other than any Security or Quasi Security consented to by the Majority Lenders in writing;
- (b) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group;
- (c) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- (d) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (e) enter into any other preferential arrangement having a similar effect.

7. RIGHT OF APPROPRIATION

- 7.1 The parties acknowledge and intend that the charges over each New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.

- 7.2 The Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable in accordance with the terms of the Principal Deed, by notice in writing to any New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Obligations, whether such Assets are held by the Security Agent or otherwise.

- 7.3 The value of any Financial Collateral appropriated under Clause 7.2 shall be:

- (a) in the case of cash, its face value at the time of appropriation; and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent (acting reasonably) by reference to a public index or other applicable generally recognised price source or such other process as the Security Agent may reasonably select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent,

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent.

7.4 The Security Agent will account to each New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Obligations and the relevant New Chargor shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Obligations.

7.5 Each New Chargor agrees that the method of valuing such Financial Collateral under Clause 7.3 is commercially reasonable.

8. APPLICATION TO THE LAND REGISTRY

Each New Chargor:

(a) in relation to each register of title of any present and future Material Land of each New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time submitting to the Land Registry:

(i) a form AP1 (application to change the register) in respect of the security created by this Deed;

(ii) a form AN1 (application to enter an agreed notice) in respect of the security created by this Deed;

(iii) a form RX1 (application to register a restriction) in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of GLAS Trust Corporation Limited referred to on the charges register or their conveyancer.", and

(iv) a form CH2 (application to enter an obligation to make further advances); and

(b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 4 (*Fixed security*) at its own expense, as soon as reasonably practicable following its execution of this Deed.

9. POWER OF ATTORNEY

9.1 **Appointment of attorney:** Following the occurrence of a Declared Default, by way of security and to more fully secure the performance of its obligations under this Debenture, hereby irrevocably appoints the Security Agent (whether or not a Receiver or administrator has been appointed) and separately any nominee and/or any Receiver to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf at any time to:

(a) do anything which any New Chargor is obliged to do (but has not done within 10 Business Days of being notified by the Security Agent of such failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document;

(b) enable the Security Agent or any such Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.

9.2 **Ratification:** Each New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause.

- 9.3 **Sums recoverable:** All sums expended by the Security Agent or any Receiver under this clause shall be recoverable from any New Chargor under clause 22 (*Costs and Expenses*) and clause 23 (*Other Indemnities*) of the Intercreditor Agreement.

10. NOTICES

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 32 (*Notices*) of the Principal Deed. Each New Chargor's address for service is set out in Schedule 2 (*Notice Details*).

11. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

12. GOVERNING LAW

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

13. ENFORCEMENT

13.1 Jurisdiction

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in anyway whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by each New Chargor.
- (b) Where a Dispute is the subject of proceedings commenced by one or more Secured Parties, the Secured Parties are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Secured Parties, that Chargor shall bring such counter-claim before the court seized of the Secured Parties' claim and no other court.
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Secured Parties from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.
- (d) To the extent allowed by law, each New Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

- 13.2 **Service of process:** Without prejudice to any other mode of service allowed under any relevant law, each New Chargor:

- (a) irrevocably appoints the Parent as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed; and

- (b) agrees that failure by a process agent to notify it of the process will not invalidate the proceedings concerned.

14. FINANCE DOCUMENT

This Deed is a Finance Document.

This Deed of Accession and Charge has been executed by each New Chargor and the Parent as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document.

SCHEDULE 1 TO DEED OF ACCESSION AND CHARGE

REGISTERED LAND TO BE MORTGAGED

Name of Chargor /Registered Proprietor	Description of Property	Title Number

Unregistered land subject to first registration upon the execution of this Deed

The address for service of the Security Agent in the case of registered land is:

GLAS Trust Corporation Limited

Address: 45 Ludgate Hill, London EC4M 7JU, United Kingdom

Attention: Transaction Management Group

Email: tmg@glas.agency

Fax: +44 (0)20 3070 0113

SCHEDULE 2 TO DEED OF ACCESSION AND CHARGE
SPECIFIED INTELLECTUAL PROPERTY

SCHEDULE 3 TO DEED OF ACCESSION AND CHARGE

SPECIFIED BANK ACCOUNTS

Name of Chargor	Name of bank or financial institution	Account number	Sort code

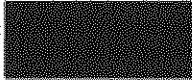
SCHEDULE 4 TO DEED OF ACCESSION AND CHARGE

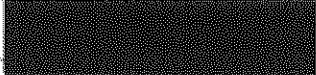
NOTICE DETAILS

CHARGOR	NOTICE DETAILS
NIU Solutions Holdings Limited	c/o Blackhawk Capital LLP A1 1001 Cody Technology Park Ively Road Farnborough Hampshire GU14 0LX Attention: Kevin Lewis
NIU Solutions Limited	c/o Blackhawk Capital LLP A1 1001 Cody Technology Park Ively Road Farnborough Hampshire GU14 0LX Attention: Kevin Lewis

EXECUTION PAGE TO DEED OF ACCESSION AND CHARGE
THE NEW CHARGORS

Executed as a Deed by **NIJ SOLUTIONS**
HOLDINGS LIMITED (pursuant to a resolution
of its Board
of Directors) acting by: Kevin Lewis
in the presence of: 


Director

Signature of witness: 

Name of witness:
OLIVER HASLAM

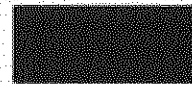
Address of witness:
30 Crown Place
London
EC2A 4ES

Notices:

c/o Blackhawk Capital LLP
A1 1001 Cody Technology Park
Ively Road
Farnborough
Hampshire
GU14 0LX
Attention: Kevin Lewis

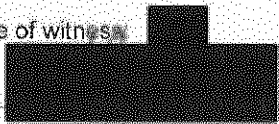
Executed as a
Deed by **NIU SOLUTIONS LIMITED** (pursuant
to a resolution of its Board
of Directors) acting by: Kevin Lewis

)
)
)
)



Director

in the presence of:

Signature of witness: 

Name of witness:

OLIVER HASLAM

Address of witness:

Pinet Masons LLP
30 Crown Place
London EC2A 4ES

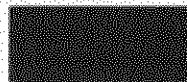
c/o Blackhawk Capital LLP
A1 1001 Cody Technology Park
Ively Road
Farnborough
Hampshire
GU14 0LX

Attention: Kevin Lewis

THE PARENT

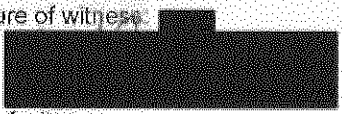
Executed as a Deed by **CSI MIDCO LIMITED**
(pursuant to a resolution of its Board of
Directors) acting by: Kevin Lewis

)
)
)
)



Director

in the presence of:

Signature of witness: 

Name of witness:

OLIVER HASLAM

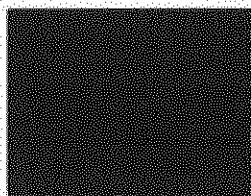
Address of witness:

Pinet Masons LLP
30 Crown Place
London EC2A 4ES

THE SECURITY AGENT

Signed by
for and on behalf of GLAS TRUST
CORPORATION LIMITED

)
)
)



Authorised Signatory

Notices:

Address: 45 Ludgate Hill, London EC4M 7JU, United Kingdom

Attention: Transaction Management Group

Email: tmg@glas.agency

Fax: +44 (0)20 3070 0113