



Registration of a Charge

Company name: **DIAMOND TOPCO LIMITED**

Company number: **09282450**



X6M6ZHY1

Received for Electronic Filing: **27/12/2017**

Details of Charge

Date of creation: **21/12/2017**

Charge code: **0928 2450 0003**

Persons entitled: **UBS AG, STAMFORD BRANCH (AS ADMINISTRATIVE AGENT)**

Brief description: **N/A**

Contains fixed charge(s).

Contains floating 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: **EXCEPT FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006, I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

ALLEN & OVERY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9282450

Charge code: 0928 2450 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2017 and created by DIAMOND TOPCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th December 2017 .

Given at Companies House, Cardiff on 29th December 2017

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

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 21 December 2017

BETWEEN:

- (1) **Diamond Topco Limited**, a company incorporated in England and Wales with registered number 09282450 (the **New Chargor**); and
- (2) **UBS AG, STAMFORD BRANCH** as collateral agent and trustee for the Secured Parties (the **Administrative Agent**).

RECITAL:

This deed is supplemental to a debenture dated 21 December 2017 between, among others, I-Logic Technologies UK Limited and the Administrative Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the **Debenture**).

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this deed and for the purpose of this deed, **Fixed Security** means the Security Interests created by Clauses 2.3(a) to and including 2.3(d) of this deed.

1.2 Construction and Third Party Rights

Clauses 1.2 (Construction) to 1.3 (Third Party Rights) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

The New Chargor covenants with the Administrative Agent that it shall, on demand of the Administrative Agent pay or discharge the Secured Obligations in the manner provided for in the Loan Documents.

2.3 Specific Security

The New Chargor, as continuing security for the payment, discharge and performance of all the Secured Obligations, charges and assigns (as applicable) in favour of the Administrative Agent the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of first legal mortgage all estates or interests in its Material Real Property (including those specified in the schedule to this deed);
- (b) by way of first legal mortgage, all of its rights, title and interest in and to its Shares (including those specified in the schedule to this deed);
- (c) by way of first fixed charge, all of its rights, title and interest in and to:
 - (i) its Investments (including those specified in the schedule to this deed) but excluding:
 - (A) any such stocks, shares, debentures, bonds, securities and other investments in which the New Chargor has only a minority interest to the extent that is expressly prohibited by a shareholders' agreement or joint venture agreement or similar arrangements, provided that the New Chargor shall use commercially reasonable endeavours (not involving the payment of material amounts of money or the incurrence of material expenses which are disproportionate to the benefit accruing to the Secured Parties) to obtain consent to charging any such minority interest if the stocks, shares, debentures, bonds, securities or other investments (as applicable) are material; and
 - (B) any stocks, shares, debentures, bonds, securities and other investments in an Excluded Subsidiary;
 - (ii) (to the extent they are not the subject of a mortgage under paragraph (b) above), its Shares (including those specified in the schedule to this deed);
 - (iii) any amount standing to the credit of any Account (including those specified in the schedule to this deed) and the debt represented by it;
 - (iv) (to the extent not validly and effectively assigned pursuant to paragraph (d) below) each contract or policy of insurance taken out by it or on its behalf or in which it has an interest;
 - (v) (to the extent not validly and effectively assigned pursuant to paragraph (d) below) the Receivables (in each case, including those specified in the schedule to this deed);
 - (vi) (to the extent not validly and effectively assigned pursuant to paragraph (d) below) each Relevant Contract to which it is a party (including those specified in the schedule to this deed);
 - (vii) its Specific Intellectual Property Rights (including those specified in the schedule to this deed), any copyright or other intellectual property monopoly right and any interest (including by way of licence) in any of the foregoing, in each case whether registered or not and including all applications for the same;
 - (viii) any beneficial interest, claim or entitlement it has in any pension fund;
 - (ix) its goodwill;
 - (x) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset;

- (xi) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (x); and
- (xii) its uncalled capital;
- (d) by way of assignment by way of security, subject to a proviso for re-assignment on redemption, all of its rights, claims, title and interest in and to:
 - (i) each contract or policy of insurance taken out by it or on its behalf or in which it has an interest;
 - (ii) the Receivables (including those specified in the schedule to this deed); and
 - (iii) each Relevant Contract to which it is a party (including those specified in the schedule to this deed).

2.4 Floating charge

- (a) The New Chargor charges by way of first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under Clause 2.3 (Specific Security).
- (b) Except as provided below, the Administrative Agent may by notice to the New Chargor convert the floating charge created by the New Chargor under this Clause 2.4 into a fixed charge as regards any of the New Chargor's assets specified in that notice, if:
 - (i) an Event of Default is continuing; or
 - (ii) the Administrative Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (b) The floating charge created by this Clause 2.4 may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,
 under section 1A of the Insolvency Act 1986.
- (c) The floating charge created by this Clause 2.4 will automatically convert into a fixed charge over all of the New Chargor's assets if an administrator is appointed or the Administrative Agent receives notice of an intention to appoint an administrator.
- (d) The floating charge created by this Clause 2.4 is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2.5 Excluded Assets

- (a) There shall be excluded from the Fixed Security:
 - (i) any Excluded Property of the New Chargor;

- (ii) any assets in which the New Chargor has an interest in respect of which the New Chargor is either absolutely or conditionally (including requiring the consent of any third party) prohibited from assigning or creating any charge over its interest in the relevant asset in each case until the relevant condition or waiver has been satisfied or obtained;
 - (iii) any asset or undertaking which, if subject to any such Security Interests, would give a third party the right to amend or terminate any rights, benefits and/or obligations of the New Chargor in respect of that asset or undertaking or require the New Chargor to take any action materially adverse to the commercial interests of the Group or any member thereof; and
 - (iv) any asset or undertaking to the extent that the granting of such Security Interests is not within the legal capacity of the New Chargor or would, in the reasonable opinion of the directors of the New Chargor, conflict with the fiduciary duties of the directors (or other officers) of the New Chargor or contravene any legal prohibition or have the potential to result in a material risk of personal or criminal liability on the part of any director (or other officer) of the New Chargor.
- (b) For all material assets referred to in paragraphs (a)(i) to (a)(iii) above, the New Chargor shall, if requested to do so by the Administrative Agent, use reasonable endeavours to obtain the relevant consent or waiver of prohibition or condition within 20 Business Days of the date of this Deed or, where applicable, each date on which any future assets of the New Chargor becomes part of the Security Assets. For the avoidance of doubt, if the New Chargor has used its reasonable endeavours but has not been able to obtain such consent, its obligation to obtain such consent will cease on the expiry of that 20 Business Day period.
- (c) For all assets referred to in paragraph (a)(iv) above, the New Chargor shall use reasonable endeavours, provided any costs incurred in so doing are reasonable, to overcome any such obstacle in connection with the legal capacity of the New Chargor or any conflict with the fiduciary duties of the directors (or other officers) of the New Chargor or any contravention of any legal prohibition or any material risk of personal or criminal liability on the part of any director (or other officer) of the New Chargor.
- (d) Notwithstanding paragraph (b) above, the New Chargor shall not be required to seek consent if, in the reasonable opinion of the directors of the New Chargor, it could or is reasonably expected to materially adversely affect the commercial reputation or interest of the New Chargor, or if taking such actions would place commercial relationships with third parties in jeopardy or its ability to conduct its operations and business in the ordinary course as otherwise permitted by each of the Loan Documents.
- (e) Immediately upon receipt of the relevant waiver or consent, the formerly excluded assets shall stand charged or assigned to the Administrative Agent under Clauses 2.3(a) to and including 2.3(d) of this deed.

3. CONSENT OF EXISTING CHARGORS

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

4. CONSTRUCTION OF DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" will be deemed to include this deed.

5. NOTICES

The New Chargor confirms that its address details for notices are as follows:

Address: One, New Change, London, EC4M 9AF

Facsimile: +44 207 440 6103

Attention: Neil Griffin

6. GOVERNING LAW

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

7. JURISDICTION

- (a) The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute relating to the existence, validity or termination of this deed or any non-contractual obligations arising out of or in connection with this deed) (a **Dispute**).
- (b) The parties agree that the English courts are the most appropriate and convenient courts to settle Disputes and accordingly no party hereto will argue to the contrary.

IN WITNESS whereof this deed has been duly executed on the date first above written.

SCHEDULE TO SECURITY ACCESSION DEED**MATERIAL REAL PROPERTY**

Number	Property Address	Postcode	Title Number
N/A	N/A	N/A	N/A

ACCOUNTS

Chargor	Account type	Account name	Account number	Sort code
N/A	N/A	N/A	N/A	N/A

RELEVANT CONTRACTS

Chargor	Date of Relevant Contract	Parties	Details of Relevant Contract
N/A	N/A	N/A	N/A

INVESTMENTS

Chargor	Investment
N/A	N/A

SHARES

Shareholder	Company	Number of shares	Class
Diamond Topco Limited	Diamond Midco Limited	18,280,892	Ordinary

SPECIFIC INTELLECTUAL PROPERTY RIGHTS**Patents**

Proprietor/ADP number	Patent Number	Description
N/A	N/A	N/A

Trademarks

Proprietor/ADP number	TM Number	Jurisdiction/Apparent status	Classes	Mark text
N/A	N/A	N/A	N/A	N/A

INTERCOMPANY LOAN AGREEMENT

Name of Debtor	Amount	Loan Agreement dated
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N/A	N/A	N/A
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TRADE RECEIVABLE

Name of Debtor	Amount
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N/A	N/A
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UNDOCUMENTED RECEIVABLE

Name of Debtor	Amount
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N/A	N/A
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SIGNATORIES TO SECURITY ACCESSION DEED

DIAMOND TOPCO LIMITED

EXECUTED as a DEED by

Tom Fleming

acting by

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)

[REDACTED UNDER
s859G OF THE
COMPANIES ACT 2006]

Director

Address: 120 Broadway 8th Floor, New York, NY 10271

Fax Number: 212-577-4545

In the presence of:

[REDACTED UNDER s859G OF
THE COMPANIES ACT 2006]

Witness's signature:

Name:

Mark E. Allbee

Address:

120 Broadway 8th Floor, New York, NY 10271

ADMINISTRATIVE AGENT

UBS AG, STAMFORD BRANCH

By: [REDACTED UNDER
s859G OF THE
COMPANIES ACT
2006]

Darlene Arias
Director

By: [REDACTED UNDER
s859G OF THE
COMPANIES ACT 2006]

Craig Pearson
Associate Director
Banking Product Services, US

Address: UBS AG, Stamford Branch; 600 Washington Boulevard; Stamford, CT; 06901

Fax Number: 203-719-3888

Attention: UBS Loan Administration