



Registration of a Charge

Company name: **EAGLE BIDCO 2018 LIMITED**

Company number: **11273164**



X78VUJFD

Received for Electronic Filing: **25/06/2018**

Details of Charge

Date of creation: **14/06/2018**

Charge code: **1127 3164 0001**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED**

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: **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: 11273164

Charge code: 1127 3164 0001

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

Given at Companies House, Cardiff on 27th June 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

Security Accession Deed

This Security Accession Deed is made on 14 June 2018

Between:

- (1) **The company** detailed in Schedule 1 (*The Additional Chargor*), a company incorporated in England and Wales (the “**New Chargor**”);
- (2) **Kerridge Commercial Systems Group Limited** for itself and as agent for and on behalf of the existing Chargors (the “**Parent**”); and
- (3) **Lucid Trustee Services Limited**, a company incorporated under the laws of England and Wales and with registration number 10992576 with its registered office at 6th Floor, No 1 Building 1-5 London Wall Buildings, London Wall, London, United Kingdom, EC2M 5PG as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

Recital:

This deed is supplemental to a Deed dated 25 January 2018 between, amongst others, the Initial Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the “**Deed**”).

Now this deed witnesses as follows:

1. Interpretation

1.1 Definitions

Terms defined in the Deed shall have the same meanings when used in this deed.

1.2 Construction

Clauses 1.2 (*Construction*) and 1.3 (*Other References and Interpretation*) of the Deed will be deemed to be set out in full in this deed, but as if references in those clauses to the Deed 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 Deed with immediate effect and agrees to be bound by all of the terms of the Deed as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

Subject to any limits on its liability specifically recorded in the Secured Debt Documents, the New Chargor covenants, as primary obligor and not only as surety, with the Security Agent (for the benefit of itself and the other Secured Parties) that it

will pay and discharge each of the Secured Obligations on their due date in accordance with their respective terms (or if they do not specify a time for payment, promptly on prior written demand of the Security Agent).

2.3 Fixed Security

Subject to Clause 3.6 (*Excluded Assets*) of the Deed, the New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest by way of first fixed charge:

- (a) the Bank Accounts and all corresponding Related Rights; and
- (b) all of the Shares and all corresponding Related Rights .

2.4 Floating Charge

Subject to Clause 3.6 (*Excluded Assets*) of the Deed, as further continuing security for the full payment of the Secured Obligations, the New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights not effectively charged by way of fixed charge under Clause 2.3 (*Fixed Security*) or assigned under Clause 2.4 (*Security Assignment*)

2.5 Negative Pledge

The New Chargor undertakes that it will not create or agree to create or permit to subsist any Security on or over the whole or any part of its undertaking or assets (present or future) except for the creation of Security or other transactions not prohibited under the Finance Documents or in respect of which Required Creditor Consent has been obtained.

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 Deed.

4. Construction of Deed

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

5. Governing Law and Jurisdiction

This deed and any non-contractual obligations arising out of or in connection with it are governed English law and the parties agree that the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with it).

In witness whereof this deed has been duly executed on the date first above written.

Schedule 1: New Chargor

Company	Jurisdiction	Company Number
Eagle Bidco 2018 Limited	England and Wales	11273164

Schedule 2: Shares

Name of Chargor which holds the shares	Name of Obligor issuing shares	Number and class
N/A	N/A	N/A

Signatories to Security Accession Deed

The New Chargor

SIGNED as a DEED For and on behalf of

EAGLE BIDCO 2018 LIMITED

[REDACTED UNDER S859G
OF THE COMPANIES ACT 2006]

Director

in the presence of

[REDACTED UNDER S859G
OF THE COMPANIES ACT 2006]

Witness

Denis Titchard | Group Legal Counsel
Kerridge Commercial Systems Limited
Herongate, Charnham Park
Hungerford, Berkshire RG17 0YU

KERRIDGE COMMERCIAL SYSTEMS GROUP LIMITED

as the Parent

[REDACTED UNDER S859G
OF THE COMPANIES ACT 2006]

The Security Agent

SIGNED by
Lucid Trustee Services Limited
acting by:

)
)
)

[REDACTED UNDER S859G
OF THE COMPANIES ACT 2006]

Christopher Eastlake as Authorised Signatory