



Registration of a Charge

Company Name: **KALIBRATE LI LIMITED**

Company Number: **15004362**



Received for filing in Electronic Format on the: **05/12/2023**

XCHQ7WN4

Details of Charge

Date of creation: **29/11/2023**

Charge code: **1500 4362 0002**

Persons entitled: **ALTER DOMUS TRUSTEES (UK) LIMITED**

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: **TIM KENNEDY, AKIN GUMP LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 15004362

Charge code: 1500 4362 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th November 2023 and created by KALIBRATE LI LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th December 2023 .

Given at Companies House, Cardiff on 7th December 2023

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**

ASSUMPTION AGREEMENT

ASSUMPTION AGREEMENT, dated as of November 29, 2023, by KALIBRATE LI LIMITED, a private limited company incorporated and registered in England and Wales ("Kalibrate LI") and KALIBRATE PRICING INC., a Delaware Corporation ("Kalibrate Pricing" and, together with Kalibrate LI, the "Additional Grantors"), in favor of ALTER DOMUS TRUSTEES (UK) LIMITED, as Security Agent (in such capacity, the "Security Agent") for the Secured Parties. All capitalized terms not defined herein shall have the meaning ascribed to them in the Pledge and Security Agreement.

PRELIMINARY STATEMENTS

A. KALIBRATE ACQUISITION LIMITED, a private limited company incorporated and registered in England and Wales, KALIBRATE TECHNOLOGIES LIMITED, a private limited company incorporated under the laws of England and Wales, KNOWLEDGE SUPPORT SYSTEMS, INC., a New Jersey corporation, MARKET PLANNING SOLUTIONS INC., a Delaware corporation, TRADE AREA SYSTEMS, INC., a Delaware corporation, INTALYTICS, INC., a Michigan corporation and ALTER DOMUS TRUSTEES (UK) LIMITED, as security agent, *inter alia*, have entered into a Pledge and Security Agreement, dated as of November 17, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"; capitalized terms used and not defined in this Assumption Agreement have the meanings specified in the Pledge and Security Agreement).

B. The Finance Documents require the Additional Grantors to become a party to the Pledge and Security Agreement.

C. Each Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Pledge and Security Agreement.

ACCORDINGLY, IT IS AGREED:

1. Pledge and Security Agreement. By executing and delivering this Assumption Agreement, each Additional Grantor, as provided in Section 4.14 of the Pledge and Security Agreement, hereby becomes a party to the Pledge and Security Agreement as a "Grantor" thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder and hereby pledges, assigns and grants to Security Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of such Additional Grantor's right, title and interest in, to and under all Collateral (as defined in the Pledge and Security Agreement) of such Additional Grantor. The information set forth in Annex 1-A hereto is hereby added to the information set forth in the appropriate Exhibits to the Pledge and Security Agreement. Each Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Article III of the Pledge and Security Agreement is, as to itself, true and correct on and as of the date hereof (after giving effect to this Assumption Agreement) as if made on such date.

2. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, each of the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

ADDITIONAL GRANTORS

KALIBRATE LI LIMITED

By: 

Name: Richard Laker

Title: Director

KALIBRATE PRICING INC.

By: 

Name: Richard Laker

Title: Chief Financial Officer

SECURITY AGENT

ACCEPTED this 29 day of November 2023 by

ALTER DOMUS TRUSTEES (UK) LIMITED, as Security Agent

By: 

Catherine Hayward-Hughes

Name: _____

Title: Authorised Signatory

EXHIBIT A

(See Sections 3.2, 3.3, 3.4 and 4.1 of Pledge and Security Agreement)

Notice Address and sole place of business or chief executive office of Grantors

PART I – GRANTOR INFORMATION

Kalibrate LI Limited

Notice Address: Suite 213, No. 2 Circle Square, 1 Symphony Park, Manchester, United Kingdom, M1 7FS

with a copy to: N/A

Kalibrate Pricing Inc.

Notice Address: 38695 Seven Mile Road, Suite 105, Livonia, MI, 48152

with a copy to: N/A

INFORMATION AND COLLATERAL LOCATIONS

Name of Grantor	Jurisdiction of Organization and Type of Entity	Organizational Identification Number	Federal Identification Number	Chief Executive Office or Principal Place of Business	Former names and/or trade names
Kalibrate LI Limited	England and Wales, private limited company	15004362	N/A	Suite 213, No. 2 Circle Square, 1 Symphony Park, Manchester, United Kingdom, M1 7FS	N/A
Kalibrate Pricing Inc.	Delaware, US Corporation	2506722	93-4006660	38695 Seven Mile Road, Suite 105, Livonia, MI, 48152	N/A

(a) Properties Owned by Grantors:

No property that does not constitute an Excluded Asset.

(b) Properties Leased by the Grantor (Include Landlord's name):

No property that does not constitute an Excluded Asset.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (Include name of Warehouse Operator or other Bailee or Consignee):

Not applicable.

EXHIBIT B
(See Section 3.5 of Pledge and Security Agreement)

DEPOSIT ACCOUNTS

Name of Grantor	Account Bank	Account type	Sort code	Account number
Kalibrate LI Limited	HSBC UK Bank PLC 2-4 St Anns Square, Manchester M2 7HD	Current	██████	██████
Kalibrate LI Limited	HSBC UK Bank PLC 1 Centenary Square, Birmingham, B1 1HQ	Current	██████	██████

COMMODITY ACCOUNTS

None as at the date of this Assumption Agreement.

SECURITIES ACCOUNTS

None as at the date of this Assumption Agreement.

EXHIBIT C
(See Section 3.7 of Pledge and Security Agreement)

LETTER OF CREDIT RIGHTS

None as at the date of this Assumption Agreement.

CHATTEL PAPER

None as at the date of this Assumption Agreement.

EXHIBIT D

(See Definition of “Pledged Collateral”)

**LIST OF PLEDGED COLLATERAL, SECURITIES AND OTHER EQUITY INTERESTS AND
INVESTMENT PROPERTY**

STOCKS / LLC MEMBERSHIP INTERESTS

None as at the date of this Assumption Agreement.

BONDS

None as at the date of this Assumption Agreement.

GOVERNMENT SECURITIES

None as at the date of this Assumption Agreement.

**OTHER SECURITIES AND OTHER INVESTMENT PROPERTY (CERTIFICATED AND
UNCERTIFICATED)**

None as at the date of this Assumption Agreement.

EXHIBIT E
(See Section 3.1 of Pledge and Security Agreement)

OFFICES IN WHICH FINANCING STATEMENTS HAVE BEEN FILED

Name of Grantor	Type of filing	Filing Office
Kalibrate LI Limited	UCC-1	Recorder of Deeds of District of Columbia
Kalibrate Pricing Inc.	UCC-1	Secretary of State, Delaware

EXHIBIT F

COMMERCIAL TORT CLAIMS

None as at the date of this Assumption Agreement.

EXHIBIT H

(See Section 3.9 of Pledge and Security Agreement)

INTELLECTUAL PROPERTY RIGHTS

None as at the date of this Assumption Agreement.