#### Registration of a Charge

Company name: IDOX PLC
Company number: 03984070

Received for Electronic Filing: 08/02/2019



## **Details of Charge**

Date of creation: 28/01/2019

Charge code: 0398 4070 0016

Persons entitled: NATWEST MARKETS PLC AS SECURITY AGENT

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: WE 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 TRUE, CORRECT AND COMPLETE

TRANSLATION OF THE ORIGINAL INSTRUMENT.

Certified by: OSBORNE CLARKE LLP



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3984070

Charge code: 0398 4070 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th January 2019 and created by IDOX PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th February 2019.

Given at Companies House, Cardiff on 11th February 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006







# PLEDGE OF SHARES (SECOND RANKING) IDOX NETHERLANDS B.V.

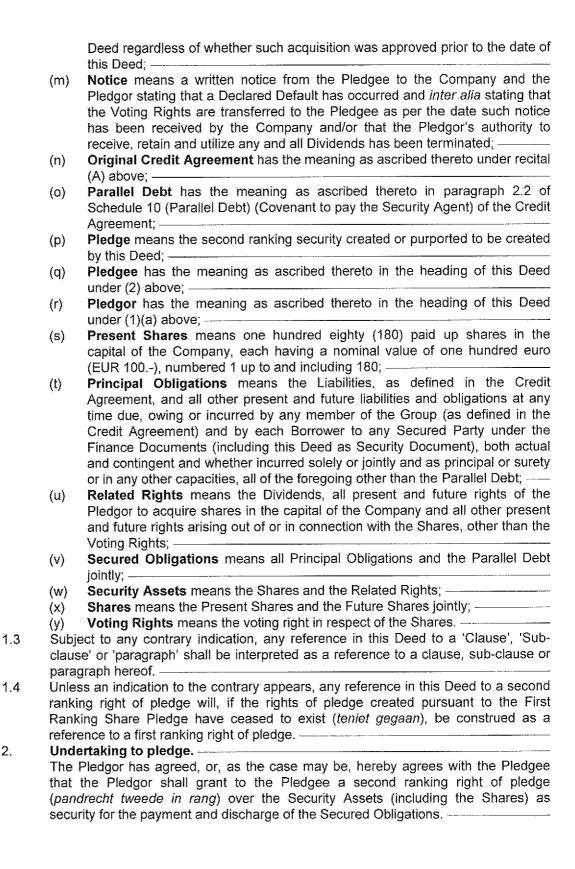
	Log	ay, the twenty-eighth of January ————————————————————————————————————
		thousand nineteen, the following persons appeared before me,
		nelis Johannes Jozefus Maria van Gool, civil-law notary in Amsterdam:
	(1)	Arlette Gerda Margaretha Vrolijk, employed at my office at the IJdok 29 in Amsterdam,
		the Netherlands, born in Amsterdam on the fifth day of October nineteen hundred
		ninety,
		for this purpose acting as a proxy, duly authorised in writing, of:
		(a) Idox plc, a company incorporated and existing under the laws of England and
		Wales, having its registered office at Waterside 1310, 2nd Floor, Arlington
		Business Park, Theale, Reading RG7 4SA, United Kingdom, registered with the
		Companies House, United Kingdom under number 03984070
		(the Pledgor);
		(IRC Fleugot),
		(b) Idox Netherlands B.V., a private company with limited liability (besloten
		vennootschap met beperkte aansprakelijkheid), having its seat in Hengelo and its
		address at Hengelosestraat 581, 7521 AG Enschede, registered with the Trade
		Register under number 08118410 ————————————————————————————————————
		(the Company);
	(2)	Bianca Greta Pierre Schrijvers, employed at my office at the IJdok 29 in Amsterdam,
	` '	the Netherlands, born in Wilrijk, Belgium, on the third day of July nineteen hundred
		sixty-eight,
		for this purpose acting as a proxy, duly authorised in writing, of:
		NatWest Markets pic (formerly named The Royal Bank of Scotland pic), a company
		incorporated and existing under the laws of Scotland, having its registered address at
		36 St Andrew Square, Edinburgh, EH2 2YB, United Kingdom, registered registered
		with the Companies House, United Kingdom under number SC090312, ————————————————————————————————————
		for the purpose hereof acting:
		(a) as Security Agent on behalf of itself and for the Secured Parties pursuant to the
		terms of the Credit Agreement (as defined below);
		(b) for itself as creditor under the Parallel Debt (as defined below), ————————————————————————————————————
		(the Pledgee).
	Pow	vers of attorney
J.		aforementioned powers of attorney appear from three (3) non-notarial instruments of
-1-		rney, which shall be attached to this Deed, as defined hereunder.
		ng into account
	(A)	on the twenty-fourth day of September two thousand fourteen a credit agreement
		was entered into between, among others, the Pledgor as one of the Original
		Borrowers and one of the Original Guarantors, both terms as defined therein, and
		the Security Agent and this credit agreement was amended on the fourth day of July
		two thousand seventeen and on the first day of August two thousand eighteen (the
		Original Credit Agreement);
	(B)	pursuant to an amendment and restatement agreement entered into on or about the
	(-)	date of this Deed (the Amendment Restatement Agreement), the Original Credit
		Agreement has been amended and restated, and the Original Credit Agreement as
	701	amended and restated will be referred to as the Credit Agreement;
	(C)	under the Credit Agreement certain facilities were made available subject to the
		terms and conditions as set out in the Credit Agreement;

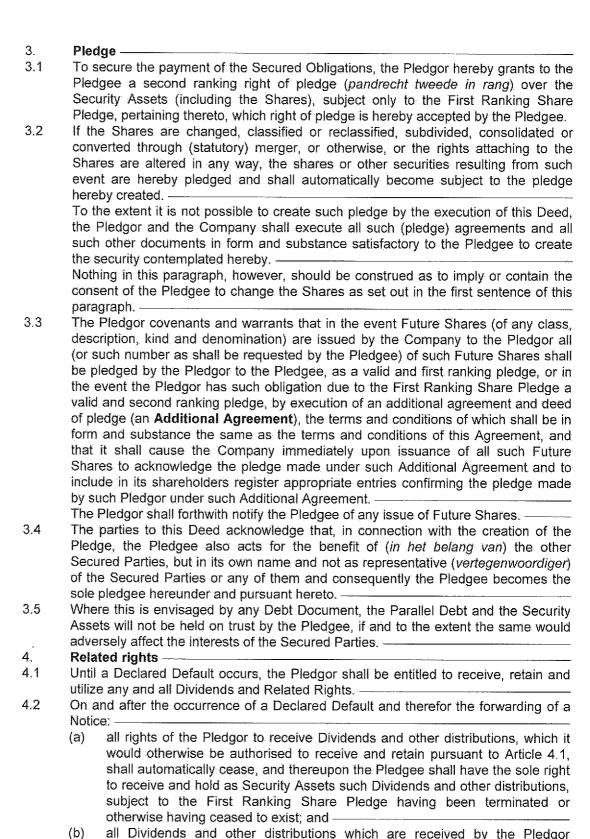
- (D) a copy of the executed Amendment Restatement Agreement including the Credit Agreement as a schedule is attached to this Deed;
- (E) it is intended for the Pledgor to create a second ranking right of pledge (tweede pandrecht) on the Security Assets, as defined hereunder, in accordance with the terms and conditions as set out in this Deed, in favour of the Pledgee to secure the fulfilment and performance of the Secured Obligations, as defined hereunder;
- (F) the Articles of Association, as defined hereunder, do not prohibit the creation of a right of pledge on the Shares, as defined hereunder, nor do the Articles of Association contain any specific stipulations for the creation of a right of pledge on the Shares;
- 1. Definitions
- 1.1 Unless a contrary indication appears, capitalised terms not defined in this Deed, as defined below, shall have the same meaning given to such terms in the Credit Agreement.
- 1.2 Notwithstanding any other terms as defined in this Deed, the following terms shall have the following meaning:
  - (a) Amendment Restatement Agreement has the meaning ascribed thereto under recital (B) above;
  - (b) Articles of Association means the articles of association (statuten) of the Company as they currently stand and/or, as the case may be, as they may be amended from time to time:
  - (c) Company has the meaning as ascribed thereto in the heading of this Deed under (1)(b) above;
  - (d) Conditions Precedent has the meaning ascribed thereto in Article 5.1 of this Deed;
  - (e) Credit Agreement has the meaning as ascribed thereto under recital (B) above:
  - (f) Declared Default means an Event of Default which has resulted in the Security Agent exercising any of its rights under Clause 25.18 (Acceleration) of the Credit Agreement;
  - (g) Deed means this deed and agreement of pledge; -
  - (h) **Dividends** means cash dividends, distribution of reserves, repayments of capital and all other distributions and payments in any form which at any time during the existence of the right of pledge created hereby, become payable in respect of the Shares;
  - (i) Enforcement Event means a Declared Default, provided that it also constitutes a default (verzuim) (i) within the meaning of Sections 6:81 and 3:248 of the Dutch Civil Code and (ii) in the payment of any amount due under the Secured Obligations:
  - (j) Event of Default has the meaning as ascribed thereto in the Credit Agreement:
  - (k) First Ranking Share Pledge means the first ranking share pledge (pandrecht eerste in rang) on the Shares granted by the Pledgor to the Pledgee by a notarial deed executed on the first day of August two thousand eighteen before C.J.J.M. van Gool, civil-law notary in Amsterdam, which right of pledge was acknowledged by the Company in said deed;
  - (I) Future Shares means any and all shares in the capital of the Company which are acquired, due to whatever nature, by the Pledgor after the date of this



1.4

2.





contrary to the provisions of the preceding paragraph shall be received and

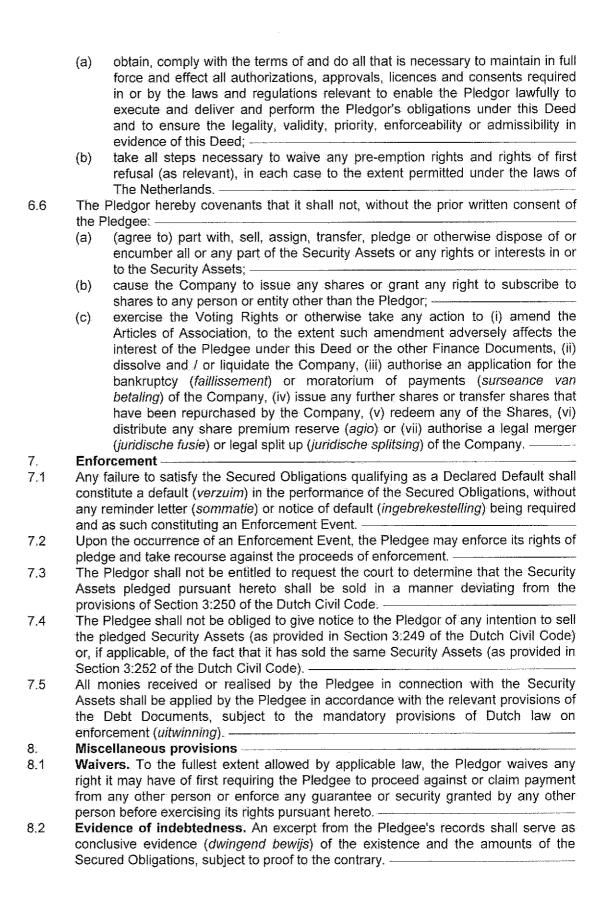


held as custodian (bewaarnemer) or, if permitted under applicable law, in trust, for the benefit of the Pledgee, shall be segregated from the other assets and funds of the Pledgor, and shall be immediately paid over or delivered (with any necessary endorsements) to the Pledgee or its authorized designee, subject to the First Ranking Share Pledge having been terminated or otherwise having ceased to exist as Security Assets in the exact form as received, to be held by the Pledgee as Security Assets and as further collateral security for the Secured Obligations.

otherwise having ceased to exist as Security Assets in the exact form as received, to be held by the Pledgee as Security Assets and as further collateral security for the Secured Obligations. -So long as the Company shall not have received the Notice, it shall be authorised to pay Dividends directly to the Pledgor. By signing this Deed, the Company confirms (and the Pledgor agrees) that the 4.3 Notice shall be sufficient for the Company to accept the Pledgee as being exclusively entitled to such rights and other powers which it is entitled to exercise pursuant to this Deed, subject to the First Ranking Share Pledge having been terminated or otherwise having ceased to exist. -4.4 A Notice may only be forwarded if the First Ranking Share Pledge has been terminated or otherwise ceased to exist. -Voting rights 5, The Voting Right is hereby transferred by the Pledgor to the Pledgee under the 5.1 conditions precedent (opschortende voorwaarden) that: a Declared Default has occurred; (b) a Notice has been forwarded by the Pledgee and received by the Company; and the First Ranking Share Pledge has been terminated or otherwise ceased to (c) exist. (the Conditions Precedent). Until fulfilment of the Conditions Precedent the Pledgor may exercise any and all 5.2 such Voting Rights, save that no such exercise may have the effect of impairing the position or interests of the Pledgee. Pursuant to Section 2:198 paragraph 3 of the Dutch Civil Code in conjunction with 5.3 the provisions of the Articles of Association the (conditional) transfer of the Voting Right must be approved by the shareholders meeting of the Company. -As per the date of this Deed the Voting Rights accrue to the Pledgor. 5.4 The Pledgor hereby resolves outside a formal meeting as the sole person entitled to attend general meetings of shareholders of the Company and to address such meetings ('those entitled to attend meetings'), to grant the approval for the creation of the Pledge and for the present transfer of the Voting Right under the Conditions Precedent. The managing directors of the Company have been given, prior to the present decision making process, the opportunity to advise on the resolution set out above. All those entitled to attend meetings have consented to this decision making process. Upon fulfilment of the Conditions Precedent, any and all rights of the Pledgor to 5.5 exercise the Voting Right shall cease automatically without further notice to the Pledgor being required and the Pledgee shall have the sole and exclusive right and authority to exercise such Voting Right and shall be entitled to exercise or refrain from exercising such rights in such manner as the Pledgee may in its absolute discretion deem fit. 5.6 By signing this Deed, the Company confirms (and the Pledgor agrees) that the Notice shall be sufficient for the Company to accept the Pledgee as being exclusively entitled to the Voting Right and the Related Rights. -

5.7	The Pledgee shall not have the rights attributed by law to the holders of depositary receipts for shares to which the right to attend meetings is attached.			
6.	Representations, warranties and covenants			
6.1	Representations and warranties. The Pledgor hereby represents and warrants to the Pledgee that the following is true and correct on the date hereof and on each date on which Security Assets are acquired by the Pledgor:			
	(a)	the Pledgor is entitled to pledge the Security Assets as envisaged hereby; ——		
	(b)	the right of pledge created hereby over the Security Assets is a second		
		ranking right of pledge (pandrecht tweede in rang), the Security Assets have		
		not been encumbered with limited rights (beperkte rechten) other than the		
		First Ranking Share Pledge or otherwise and no attachment (beslag) on the Security Assets has been made;		
	(c)	the Security Assets have not been transferred, encumbered (other than the		
	(0)	First Ranking Share Pledge) or attached in advance, nor has the Pledgor		
		agreed to such a transfer or encumbrance in advance;		
	(d)	· ·		
		no depository receipts have been issued with respect to the Shares;		
	( <del>e</del> )	the shareholders' register of the Company is accurate and completely up-to- date;		
	(f)	the Pledgor is the sole shareholder of the Company;		
	(g)	no resolution has been adopted to amend the Articles of Association or to approve or enter into a merger (fusie) or demerger (splitting);		
	(h)	other than the Pledgor and, in the event of a Declared Default, the Pledgee,		
		there are no other legal (persons) entitled to attend general meeting of		
		shareholders of the Company and to address such meetings.		
6.2	Furthermore, the Pledgor hereby represents and warrants to the Pledgee that it has			
	acquired the Present Shares pursuant to a sale and purchase agreement, as			
	appears from a deed of transfer executed on the twenty-third day of December two			
	thousand sixteen before J. Schouten, civil-law notary in Amsterdam, which transfer			
6.3	has been acknowledged by the Company in said notarial deed.			
0.5	The Company hereby represents and warrants to the Pledgee that the following is			
	true and correct on the date hereof:			
	(a)	no deed of transfer (akte van overdracht), or pledge (pandakte) or other document granting or purporting to grant a security right or other		
		encumbrance (beperkt recht) which is continuing as at the date of this Deed in		
		relation to the Shares or any of the Related Rights has been served upon or		
		otherwise notified or submitted to it or acknowledged by it and, therefore,		
		acknowledges the Pledgor as the sole, legal and beneficial owner of the		
		Shares and the Related Rights free and clear of any encumbrances		
		whatsoever, except for this Deed and the First Ranking Share Pledge; ———		
	(b)	no depository receipts have been issued with respect to the Shares;		
	(c)	to the best of the Company's knowledge and belief all representations and		
	(0)	warranties on the part of the Pledgor contained in this Deed are, on the date		
	740	of this Deed, correct and accurate;		
	(d)	it has not authorized a legal merger (juridische fusie) or legal split up (juridische splitsing) of the Company.		
6.4		nants. The Pledgor hereby undertakes to the Pledgee to promptly notify the		
	Pledgee of any attachment (beslag) of the Shares and/or Related Rights and to			
	promptly notify the person making any such attachment or any receiver in			
	bankruptcy (curator) or any administrator in (preliminary) suspension of payment			
	(bewindvoerder) of the existence of the Pledge.			
6.5		Pledgor hereby covenants that it shall:		
	-			

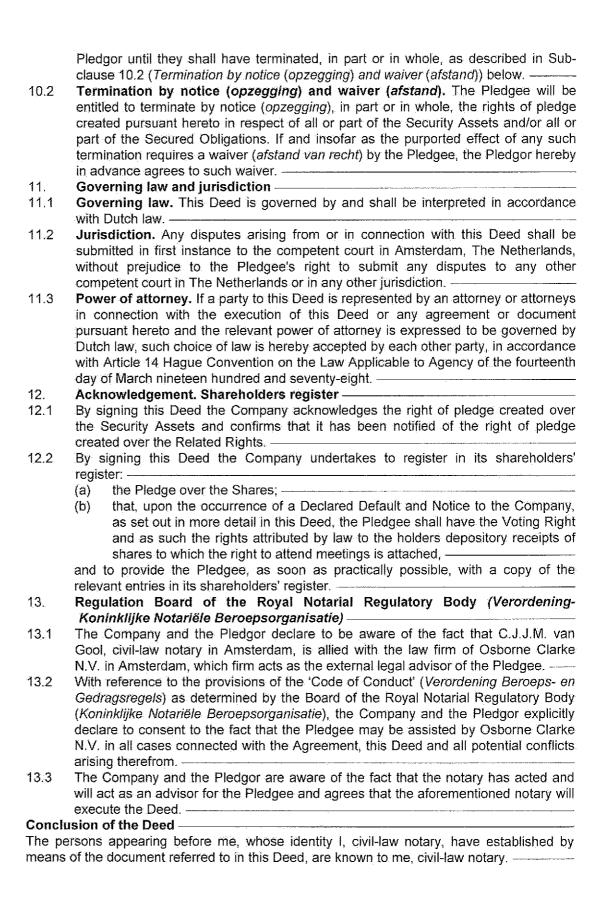




8.3 Unenforceability/waiver. The Pledgor and the Pledgee hereby agree that they will negotiate in good faith to replace any provision hereof that may be held unenforceable with a provision that is enforceable and which is as similar as possible in substance to the unenforceable provision. The Pledgor hereby irrevocably and unconditionally waives (doet afstand van) any rights it has under or pursuant to any Dutch law provisions for the protection of grantors of security for the debts of third parties, including, to the extent relevant, any rights it may have pursuant to Sections 3:233, 3:234 and 6:139 of the Dutch Civil Code. -8.4 Power of attorney. The Pledgor hereby grants an irrevocable power of attorney to the Pledgee to act in its name and on its behalf, authorising the Pledgee to execute all such documents and to perform and do all such acts and things as the Pledgee may deem necessary or useful in order to have the full benefit of the rights granted or to be granted to the Pledgee pursuant hereto, including (i) the exercise of any ancillary rights (nevenrechten) as well as any other rights it has in relation to the Security Assets and (ii) the performance of any obligations of the Pledgor hereunder, which authorisation permits the Pledgee to act or also act as the Pledgor's counterparty within the meaning of Article 3:68 of the Dutch Civil Code. 8.5 The appointment under Article 8.4 will only be exercised by the Pledgee in case of a Declared Default or if the Pledgor has failed to comply with a further assurance or perfection obligation within ten Business Days, such term as defined in the Credit Agreement, of being notified of that failure and being requested to comply. 8.6 Costs. The Pledgor shall within five Business Days of demand pay to the Pledgee the amount of all costs and expenses (including legal fees subject to any agreed cap) reasonably incurred by the Pledgee in connection with: the negotiation, preparation, execution, completion and perfection of this Deed and any other documents referred to in, or incidental to, this Deed; and -(b) any amendment, waiver or consent relating to this Deed (and documents, matters or things referred to in this Deed). -8.7 The Pledgor shall, within three Business Days of demand, pay to the Pledgee the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation of the Pledge and any proceedings instituted by or against the Pledgee as a consequence of taking or holding the Pledge or enforcing these rights. 8.8 Any amounts payable by the Pledgor under this Deed, will if not paid when due, carry interest determined on the rate at which interest is payable and the basis for determining payments due, as provided for in Clause 11.3 (Default Interest) of the Credit Agreement. 9. Transfer-9.1 Power to transfer. The Pledgee is entitled to transfer all or part of its rights and/or obligations pursuant hereto to any transferee and the Pledgor hereby in advance gives its irrevocable consent to, and hereby in advance irrevocably co-operates with, any such transfer (within the meaning of Sections 6:156 and 6:159 of the Dutch Civil Code). 9.2 Transfer of information. The Pledgee is entitled to impart any information concerning the Pledgor and/or the Security Assets to any transferee or proposed transferee. 10. Termination -10.1 Termination of pledge. Unless terminated by operation of law, the Pledgee's rights

of pledge created pursuant hereto shall be in full force and effect vis-à-vis the





THIS DEED —————————————————————————————————
a concise summary of the contents of which was stated to the persons appearing before me,
drawn up to be kept in the civil-law notary's custody was executed in Amsterdam on the date
first above written.
I, civil-law notary, informed the persons appearing before me of the substance and subsequently explained the contents of this Deed.
I also informed the persons of the consequences which this Deed would have on the party to
the Deed. —
The persons appearing before me subsequently declared that they have taken note of the contents of this Deed, that they consented thereto and that they do not require it to be read out in full.
After some clauses of this Deed had been read out, it was then signed by the persons appearing before me and by me, civil-law notary.  (Followed by signatures)

### ISSUED FOR CERTIFIED COPY



A.