



Registration of a Charge

Company name: **APROSE SOLUTIONS LIMITED**
Company number: **09283538**



X7762XGP

Received for Electronic Filing: **01/06/2018**

Details of Charge

Date of creation: **22/05/2018**
Charge code: **0928 3538 0001**
Persons entitled: **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**
Brief description: **DOMAIN NAME - APROSE-SOLUTIONS.CO.UK REGISTRATION DATE - 2014-10-07 RENEWAL DATE - 2018-10-07 RENEW STATUS - AUTOMATIC
DOMAIN NAME - APROSE-SOLUTIONS.COM REGISTRATION DATE - 2014-10-07 RENEWAL DATE - 2018-10-07 RENEW STATUS - AUTOMATIC
FOR FURTHER INFORMATION ON THE INTELLECTUAL PROPERTY BEING CHARGED PLEASE SEE THE ATTACHED SCHEDULE 2.**

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: **CHRISTEL KAYIBI**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9283538

Charge code: 0928 3538 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd May 2018 and created by APROSE SOLUTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st June 2018 .

Given at Companies House, Cardiff on 5th 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

EXECUTION VERSION

Dated **22 MAY** 2018

between

APROSE SOLUTIONS LIMITED

KWR TECHNOLOGIES LIMITED

ACCELERO DIGITAL SOLUTIONS LIMITED

(as the New Chargors)

and

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.

(as Administrative Agent and Collateral Agent)

SECURITY ACCESSION DEED

**HUNTON
ANDREWS KURTH**

30 St Mary Axe
London EC3A 8EP
Tel: 020 7220 5700
Fax: 020 7220 5772
www.huntonAK.com

CONTENTS PAGE

1.	INTERPRETATION.....	1
2.	ACCESSION OF NEW CHARGORS.....	2
3.	COVENANT TO PAY	2
4.	FIXED CHARGES AND FLOATING CHARGE.....	2
5.	INCORPORATION INTO DEBENTURE.....	3
6.	CONSENT OF EXISTING CHARGORS	4
7.	LAW	4
SCHEDULE 1	Charged Real Estate	5
SCHEDULE 2	Intellectual Property Rights	6
SCHEDULE 3	Relevant Agreements.....	6
SCHEDULE 4	Details of Shares.....	11

THIS SECURITY ACCESSION DEED is made on 22 MAY

2018

BETWEEN:

- (1) **APROSE SOLUTIONS LIMITED** a company incorporated in England and Wales with registered number 09283538 whose registered office is at 73a Clifton Street, Lytham St Annes, Lancashire, FY8 5ER;
 - (2) **KWR TECHNOLOGIES LIMITED** a company incorporated in England and Wales with registered number 07433090 whose registered office is at Unit 2 Bridgend Business Centre, Bennett Street, Bridgend Industrial Estate, Bridgend, Mid Glamorgan, CF31 3SH;
 - (3) **ACCELERO DIGITAL SOLUTIONS LIMITED** a company incorporated in England and Wales with registered number 05670986 whose registered office is at Unit 2 Bridgend Business Centre, Bennett Street, Bridgend Industrial Estate, Bridgend, Mid Glamorgan, CF31 3SH;
- (each a "New Chargor" and together, the "New Chargors"); and
- (4) **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.** of 6011 Connection Drive, Irving, Texas 75039 as administrative agent (in such capacity, the "Administrative Agent") and as collateral agent for itself and the Secured Parties under the Credit Agreement (in such capacity, the "Collateral Agent").

RECITAL:

This deed is supplemental to a debenture dated 4 May 2017 between, *inter alia*, the Chargors named therein and the Collateral 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

In this deed, unless the context otherwise requires or unless otherwise defined or provided for in this deed, words and expressions shall have the same meanings as are attributed to them under the Debenture, as applicable. In addition, the following definitions apply:

"**Aprose SPA**" means the share purchase agreement dated a date on or about the date of this deed between, *inter alia*, Aprose Limited and ESG- Utiligroup Bidco Limited, as buyer of the whole of the issued share capital of Aprose Solutions Limited.

"**KWR SPA**" means the share purchase agreement dated a date on or about the date of this deed between, *inter alia*, Aprose Limited and Aprose Solutions Limited, as buyer of the whole of the issued share capital of KWR Technologies Limited.

1.2 Construction

Clause 1.3 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 CHARGORS

2.1 Accession

Each 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.

3. COVENANT TO PAY

Each New Chargor covenants with the Collateral Agent as agent and trustee for the Secured Parties that it shall on demand by the Collateral Agent pay and discharge all of the Secured Obligations when the same are due for payment.

4. FIXED CHARGES AND FLOATING CHARGE

4.1 Each New Chargor, with full title guarantee, as continuing security for the payment of the Secured Obligations hereby charges in favour of the Collateral Agent (as agent and trustee for the Secured Parties):

- (a) by way of first legal mortgage all estates or interests in the Property described in Schedule 1;
- (b) by way of first fixed charge each Material Real Estate Asset now or at any time during the continuance of this security belonging to the New Chargor which is not effectively legally charged under Clause 4.1(a) above;
- (c) by way of first fixed charge all licences, consents and authorisations (statutory or otherwise) held or required in connection with the New Chargor's business or the use of any Charged Property, and all rights in connection with them;
- (d) by way of first fixed charge all the Equipment;
- (e) by way of first fixed charge all the Investments;
- (f) by way of first fixed charge the goodwill of the New Chargor and its uncalled capital now or at any time hereafter in existence;
- (g) by way of first fixed charge all the Intellectual Property, including, without limitation, all Chargor Software and those intellectual property rights described in Schedule 2;
- (h) by way of first fixed charge, all monies from time to time standing to the credit of its accounts and all of its right, title and interest from time to time in and to its accounts with any bank, financial institution or other person including, without limitation, any Controlled Accounts and Excluded Accounts;
- (i) by way of first fixed charge, all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy, to the extent not effectively assigned under Clause 4.2;
- (j) by way of first fixed charge, the benefit of each Relevant Agreement and the benefit of any guarantee or security for the performance of a Relevant Agreement, to the extent not

effectively assigned under Clause 4.2 (except for the Aproz SPA and the KWR SPA charged pursuant to clause 4.1(m) below), except to the extent such fixed charge would constitute a breach of such Relevant Agreement;

- (k) by way of first fixed charge all its Debts;
- (l) by way of first fixed charge all of its right, title and interest from time to time in and to the Shares specified opposite its name in Schedule 4, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion compensation or otherwise); and
- (m) by way of first fixed charge all of its rights, title and interest and Related Rights in the Aproz SPA and the KWR SPA.

4.2 In addition, each New Chargor hereby assigns absolutely with full title guarantee to the Collateral Agent by way of continuing security for the payment of the Secured Obligations all of its rights, title and interest (both present and future) in all and each of the following assets:

- (a) all contracts, agreements, deeds and documents, present and future, to which the New Chargor is or may become a party and all Related Rights including the agreements (if any) specified in Schedule 3, except to the extent such assignment would constitute a breach of such contracts, agreements, deeds and documents; and
- (b) the proceeds of any Insurance Policies and all Related Rights.

4.3 Each New Chargor, with full title guarantee, as continuing security for the payment of the Secured Obligations hereby charges in favour of the Collateral Agent (as agent and trustee for the Secured Parties) by way of floating charge the whole of each New Chargor's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively charged or assigned to the Collateral Agent under Clauses 4.1 and 4.2 above (hereinafter collectively referred to as the "**Floating Charge Property**").

4.4 The security constituted by or pursuant to this deed shall be in addition to and shall be independent of every bill, note, guarantee, mortgage, pledge or other security which the Collateral Agent or any other Secured Party may at any time hold in respect of any of the Secured Obligations and it is hereby declared that no prior security held by the Collateral Agent or any other Secured Party over the Charged Property or any part thereof shall merge in the security created hereby or pursuant hereto.

4.5 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created pursuant to this deed (where such a charge is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 1986) and the Collateral Agent may appoint an Administrator to the relevant Chargor pursuant to that paragraph.

5. INCORPORATION INTO DEBENTURE

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

6. CONSENT OF EXISTING CHARGORS

In accordance with Section 5.10(b) of the Credit Agreement, 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.

7. LAW

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law.

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

SCHEDULE 1

Charged Real Estate

None

SCHEDULE 2

Intellectual Property Rights

Licences

A non-exclusive licence in favour of Apose Solutions Limited pursuant to a Licence Agreement dated a date on or about the date hereof between Apose Limited and Apose Solutions Limited to use the name 'Apose' provided that it only uses the name in combination with 'Solutions'.

An exclusive licence in favour of Apose Solutions Limited pursuant to an Assignment and Licence Agreement dated a date on or about the date hereof between ASE Consulting Limited and Apose Solutions Limited to use the name 'ASE' provided that it uses such name in the form 'ASE-i'.

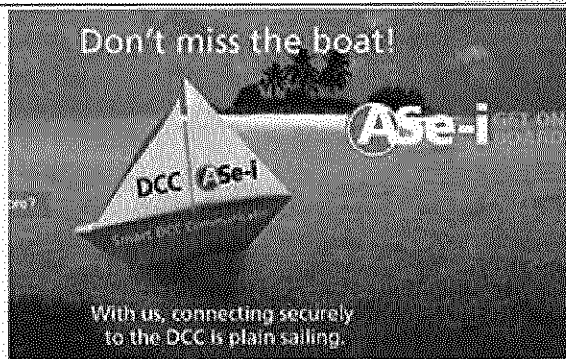
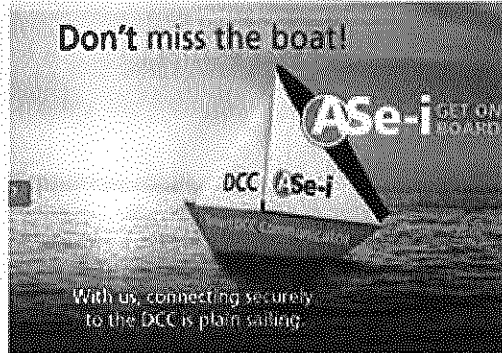
Apose Solutions Domain Names

Domain	Registered Date	Renewal Date	Cancelled Date	Renew Status
apose-solutions.co.uk	2014-10-07	2018-10-07		Automatic
apose-solutions.com	2014-10-07	2018-10-07		Automatic
apose-solutions.london	2014-10-07	2018-10-07		Automatic
apose-solutions.uk	2014-10-07	2018-10-07		Automatic
aposesolutions.co.uk	2014-10-07	2018-10-07		Automatic
aposesolutions.com	2014-10-07	2018-10-07		Automatic
aposesolutions.london	2014-10-07	2018-10-07		Automatic
aposesolutions.uk	2014-10-07	2018-10-07		Automatic
ase-i.co.uk	2014-11-07	2019-11-07		Automatic
ase-i.london	2014-11-10	2018-11-10		Automatic
ase-i.uk	2014-11-07	2019-11-07		Automatic
asei.london	2014-11-10	2018-11-10		Automatic
dcccommunicator.co.uk	2014-11-07	2024-11-07		Automatic
dcccommunicator.com	2014-11-07	2019-11-07		Automatic
dcccommunicator.uk	2014-11-07	2024-11-07		Automatic

Accelero Domain Names

- engenero.net
- lowcode.cloud
- lowcode.co.uk
- engenero.codes
- engenero.cloud
- accelero-digital.co.uk
- accelero-digital.com
- genesis.uk.com
- accelero.info
- mysprint.co.uk
- engenero.co.uk
- kwrtechnologies.co.uk
- kwrtechnologies.com
- accelero-digital-solutions.co.uk

Unregistered Trade Marks and Logos –Aprose Solution

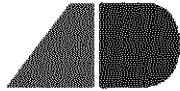


ASe-i

Accelero Unregistered Trade Marks and Logos

Accelero

Engenro



Aprose Solutions - Copyright

Aprose owns the software and the intellectual property rights in the product known as ASE-i which is a connector to DCC Smartmeter software.

Aprose Solutions Website

Accelero - Copyright

Accelero develops all of its own software and its primary product is the Engenro.

Accelero Website. This is partially owned by Waters and cannot be transferred to another hosting provider without their consent.

SCHEDULE 3

Relevant Agreements

None

SCHEDULE 4

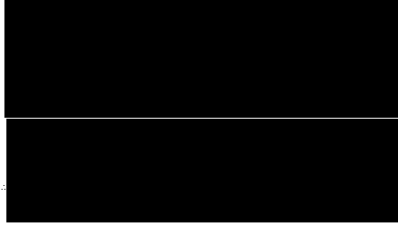
Details of Shares

Name of the Company	Registered Shareholder	Number of Shares	Share Certificate No.	Nominal Value per share
Accelero Digital Solutions Limited	KWR Technologies Limited	1,600 Ordinary	N/A	£1.00
KWR Technologies Limited	Aprose Solutions Limited (subject to stamping)	1470 Ordinary	N/A	£1.00

EXECUTION PAGES

THE NEW CHARGORS

EXECUTED as a Deed by)
APROSE SOLUTIONS)
LIMITED acting by)
STEVEN P. GOSLING, a director, in)
the presence of:



Director

Signature of witness

Name of witness:

CTINA MUCINMONI MALONE

Address of witness:

15 ATHOLL CRESCENT

EDINBURGH EH3 8HA

Occupation of witness:

SOLICITOR

Notice Details

To: Aprose Solutions Limited
Utilihouse East Terrace,
Euxton Lane,
Chorley,
Lancashire,
United Kingdom, PR7 6TE

Attention: CEO (Steve Gosling)

with a copy (which shall not constitute notice) to each of:

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654

Attention: Jeffrey Seifman, P.C.
Shelly M. Hirschtritt, P.C.
Joydeep Dasmunshi
Fax: (312) 862-2200

and

Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
United Kingdom
Attention: William McIntosh
Fax: +44(0)131 228 3878

EXECUTED as a Deed by)
KWR TECHNOLOGIES)
LIMITED acting by)
~~STEVEN P. GOSLING~~, a director, in)
the presence of:

[REDACTED]

Director

[REDACTED]

Signature of witness

Name of witness:

GINA MUGNANO MAIONE

Address of witness:

15 ATHOLL CRESCENT

EDINBURGH, EH3 8HA

Occupation of witness:

SOLICITOR

Notice Details

To: KWR Technologies Limited
Utilihouse East Terrace,
Euxton Lane,
Chorley,
Lancashire,
United Kingdom, PR7 6TE

Attention: CEO (Steve Gosling)

with a copy (which shall not constitute notice) to each of:

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654

Attention: Jeffrey Seifman, P.C.
Shelly M. Hirschtritt, P.C.
Joydeep Dasmunshi

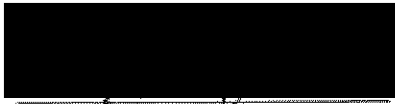
Fax: (312) 862-2200

and

Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
United Kingdom

Attention: William McIntosh
Fax: +44(0)131 228 3878

EXECUTED as a Deed by)
ACCELERO DIGITAL)
SOLUTIONS LIMITED acting)
by STEVEN P. GOSLING, a director,)
in the presence of:



Director



Signature of witness

Name of witness: GINA MUGENIOWI MALONE
Address of witness: 15 ATHOLL CRESCENT
EDINBURGH EH3 8HA
Occupation of witness: SOLICITOR

Notice Details

To: Accelerero Digital Solutions Limited
Utilihouse East Terrace,
Euxton Lane,
Chorley,
Lancashire,
United Kingdom, PR7 6TE

Attention: CEO (Steve Gosling)

with a copy (which shall not constitute notice) to each of:

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654

Attention: Jeffrey Seifman, P.C.
Shelly M. Hirschtritt, P.C.
Joydeep Dasmunshi
Fax: (312) 862-2200


and

Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
United Kingdom

Attention: William McIntosh
Fax: +44(0)131 228 3878

COLLATERAL AGENT
(on behalf of itself and each of the Secured Parties)

EXECUTED as a Deed by
GOLDMAN SACHS
SPECIALTY LENDING
GROUP, L.P.
(as Collateral Agent)

)
)
) By: 
) Name: Greg Watts
) Title: Senior Vice President

in the presence of:

Witness' signature:



Name:

Hugh Ogburn

Address:

11605 Haynes Bridge Rd, Suite 615

Occupation:

Banker