

MR01

Particulars of a charge

234920113



A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of
delivered outside of the 21 days it will be rejected unless it is
court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this
scanned and placed on the public record. **Do not send the**

WEDNESDAY



L3NFA3JU

LD2

24/12/2014

#8

COMPANIES HOUSE

1 Company details

Company number 0 4 2 7 5 0 3 8

Company name in full DEALOGIC (HOLDINGS) LIMITED

For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 3 1 2 2 0 1 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name JP MORGAN CHASE BANK, N A

(AS 'COLLATERAL AGENT')

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Particulars of a charge

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Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

NONE

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Alan J. Overy* //

ON BEHALF OF THE COLLATERAL AGENT AS CHARGEES

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name MADELEINE DE GARIS

Company name ALLEN & OVERY LLP

Address ONE BISHOPS SQUARE

Post town LONDON

County/Region

Postcode E 1 6 A D

Country UNITED KINGDOM

DX

Telephone 020 3088 2010



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland.

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4275038

Charge code: 0427 5038 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd December 2014 and created by DEALOGIC (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th December 2014

Given at Companies House, Cardiff on 6th January 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

23 December 2014

THE ADDITIONAL CHARGORS
(as described in Part 7 of the Schedule)

and

JPMORGAN CHASE BANK, N.A.
(as Collateral Agent)

**DEED OF ACCESSION IN RELATION TO A
DEBENTURE DATED 5 NOVEMBER 2014**

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel +44 20 7710 1000
www.lw.com

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

EXCEPT FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES
ACT 2006 I CERTIFY THAT THIS IS A CORRECT
COPY OF THE ORIGINAL DOCUMENT

24/12/14
Allen - 2014/11

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THIS DEED is dated 23 December 2014

BETWEEN:

- (1) **THE COMPANIES LISTED** in Part 7 of the Schedule (*The Additional Chargors*) to this Deed (each an "Additional Chargor" and together the "Additional Chargors"), and
- (2) **JPMorgan Chase Bank, N.A** as collateral agent and trustee for the Secured Parties (the "Collateral Agent")

BACKGROUND:

- (A) Each Additional Chargor has agreed to enter into this Deed and to become a Chargor under a debenture dated 5 November 2014 entered into between the Original Chargors, and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Debenture**") Each Additional Chargor will also, by execution of a separate instrument, become a party to the Credit Agreement as a Loan Party
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

1. INTERPRETATION

Terms defined in the Debenture have the same meaning in this Deed unless given a different meaning in this Deed This Deed is a Loan Document

2. ACCESSION

With effect from the date of this Deed each Additional Chargor

- (a) will become a party to the Debenture as a Chargor, and
- (b) will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor

3. SECURITY

- (a) Paragraphs (a) to (h) below apply without prejudice to the generality of Clause 2 (*Accession*) of this Deed
- (b) All this Security:
 - (i) is created in favour of the Collateral Agent,
 - (ii) is security for the payment, discharge and performance of all the Secured Liabilities, and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (c) The Security constituted by this Deed shall not extend to any Excluded Property
- (d) There shall be excluded from the Security, but in each case only to the extent that such prohibition or condition restricts the type of charge purported to be created

- (i) any asset or undertaking which an Additional Chargor is prohibited from creating Security on or over or assigning (as applicable) at the time it acquired such asset or undertaking by reason of any contract, license, lease, instrument or other arrangement which has been entered into with a third party on arms' length terms in relation to that asset or undertaking (including any asset or undertaking which such Additional Chargor is precluded from creating Security over or assigning (as applicable) without the prior consent of a third party), in each case to the extent of that prohibition and for so long as such prohibition is in existence or until consent has been received from the third party, and
 - (ii) any asset or undertaking which an Additional Chargor is not prohibited from creating Security on or over or assigning (as applicable) at the time it acquired such asset or undertaking by a contract, license, lease, instrument or other arrangement which has been entered into with a third party on arms' length terms in relation to an asset or undertaking, but which would, if subject to any Security or assignment (as applicable), result in the termination of such contract, license, lease, instrument or other arrangement to the extent of that right of termination and for so long as such right is in existence or until a waiver of the relevant term has been received from the relevant third party
- (e) For all assets and undertakings referred to in sub-paragraphs (i) and (ii) of paragraph (d) above, each relevant Additional Chargor undertakes to apply for a consent or waiver of the relevant prohibition or condition which affects the charging of such asset as soon as reasonably practicable after the date of this Deed (or, as applicable, the creation of the relevant prohibition or condition to the extent arising after the date of this Deed, unless it has already used its commercially reasonable endeavours at the time of negotiation of the relevant contract, license, lease, instrument or other arrangement to avoid the inclusion of the relevant prohibition or condition or otherwise to limit its scope) and to use its commercially reasonable efforts to obtain such consent or waiver as soon as reasonably practicable provided that the relevant Additional Chargor will not be required to jeopardize commercial relationships with third parties if it determines in good faith that such endeavours would jeopardize such relationships
- (f) Immediately upon satisfaction of the relevant condition or upon receipt of the relevant waiver or consent, or upon the relevant prohibition otherwise ceasing to apply, the formerly excluded assets or undertakings shall stand charged or assigned (as applicable) to the Collateral Agent and each relevant Additional Chargor shall promptly deliver a copy of the relevant consent or waiver to the Collateral Agent
- (g) Where an asset is excluded from the Security as a result of paragraph (c) above, that Security shall (to the extent it would not breach the provisions of paragraph (c) above) operate as an assignment or charge of all proceeds and/or receivables (including damages and compensation) which each relevant Additional Chargor derives from the relevant asset(s) that have been so excluded from such Security.
- (h) The Collateral Agent holds the benefit of this Deed on trust for the Secured Parties
- (i) The fact that no or incomplete details of any Security Asset are inserted in the Schedule to this Deed does not affect the validity or enforceability of this Security
- (j) Each Additional Chargor
 - (i) charges by way of a first legal mortgage all estates or interests in any Property owned by it and all rights under any licence or other agreement or document

which gives that Additional Chargor a right to occupy or use such property, this includes any specified opposite its name in Part 1 of the Schedule (*Real Property*) to this Deed,

- (ii) charges (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any Property owned by it and all rights under any licence or other agreement or document which gives that Additional Chargor a right to occupy or use such Property,
- (iii) charges by way of a first legal mortgage (a) all shares in any Restricted Subsidiary owned by it or held by a nominee on its behalf (including any specified opposite its name in Part 2 of the Schedule (*Shares*) to this Deed) and (b) all other shares, stocks, debentures, bonds, warrants, coupons or other securities and investments (including all Cash Equivalents) owned by it or held by any nominee on its behalf, other than in each case, stocks, shares or other investments held in any Subsidiary that is incorporated or organised under the laws of a jurisdiction other than England and Wales to the extent that such stocks, shares or investments are the subject of security created under a Collateral Document governed by the laws of such foreign jurisdiction,
- (iv) charges by way of a first fixed charge all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession, this includes any Plant and Machinery specified opposite its name in Part 3 of the Schedule (*Specific plant and machinery*) to this Deed,
- (v) subject to any prior security and other rights (including but not limited to set off rights) in favour of any Account Bank which are created either by law or in the standard terms and conditions of such Account Bank (to the extent such terms and conditions have not been waived), charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Account and the debt represented by it, this includes any Accounts specified opposite its name in Part 4 of the Schedule (*Accounts*) to this Deed,
- (vi) assigns absolutely, subject to a proviso for reassignment on redemption, all amounts payable to it under or in connection with any contract or policy of insurance taken out by it (including in relation to assets that are also subject to this Security) or in which it has an interest and all of its rights in connection with those amounts, this includes all of its rights in respect of the agreements specified opposite its name in Part 5 of the Schedule (*Relevant contracts and insurances*) to this Deed,
- (vii) charges (to the extent that they are not effectively assigned under subparagraph (ix) above) by way of first fixed charge all amounts and rights described in subparagraph (ix) above,
- (viii) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of
 - (A) its Relevant Contracts,
 - (B) any letters of credit issued in its favour, and
 - (C) any bill of exchange or other negotiable instrument held by it

- (ix) charges (to the extent that they do not fall within any other subparagraph of subparagraph (f) and are not effectively assigned under subparagraph (ix)) by way of first fixed charge all of its rights under each agreement and document to which it is a party,
- (x) charges by way of a first fixed charge all of its rights in respect of any material trademarks, including applications for the same, this includes all the trademarks (if any) specified opposite its name in Part 6 of the Schedule (*Specific intellectual property rights*) to this Deed, and
- (xi) charges by way of a first fixed charge
 - (A) any beneficial interest, claim or entitlement it has to any assets of any pension fund,
 - (B) its goodwill,
 - (C) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset,
 - (D) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in subparagraph (C) above, and
 - (E) its uncalled capital
- (k) Each Additional Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Property registered at H M Land Registry
- (l) "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the security agreement dated [] in favour of [] referred to in the charges register or their conveyancer (Standard form P)"
- (m) Each Additional Chargor shall apply to the Chief Land Registrar on the prescribed Land Registry form for a notice to be entered on the Register of Title relating to any Property registered at H M Land Registry that there is an obligation to make further advances on the security of the registered charge

4. MISCELLANEOUS

With effect from the date of this Deed.

- (a) the Debenture will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed), and
- (b) any reference in the Debenture to this Deed and similar phrases will include this Deed and all references in the Debenture to Schedule 1 (or any part of it) will include a reference to the Schedule to this Deed (or relevant part of it)

5. LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed

SCHEDULE

**Part 1
Real Property**

Chargor	Free/Leasehold	Description
N/A	N/A	N/A

Part 2
Shares

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held
Dealogic (Holdings) Limited	Dealogic Americas Limited	Ordinary (£1 00 each)	1
Dealogic (Holdings) Limited	Dealogic APAC Limited	Ordinary US\$ (\$1 00 each) Ordinary (£1 00 each)	36,578,112 1
Dealogic (Holdings) Limited	Dealogic EMEA Limited	Ordinary (£1 00 each)	1
Dealogic (Holdings) Limited	Dealogic Limited	Ordinary (£0 01 each)	3,486,600
Dealogic Limited	Capital Data Limited	Ordinary B shares (£1 00 each)	50
Dealogic Limited	Dealogic Japan Limited	Ordinary (£1 00 each)	2
Dealogic Limited	Capital Net Limited	Ordinary B shares (£0 01 each) Ordinary non-voting shares (£0 01 each)	2,625,000 225,000
Dealogic Limited	Junction RDS Limited	Ordinary (£0 10 each)	1,500
Dealogic Limited	Computasoft Employee Share Scheme Ltd	Ordinary (£1 00 each)	2
Dealogic Limited	Computasoft Consulting Limited	Ordinary "B" Shares (£0 01 each)	9,000,000
Dealogic Limited	Computasoft e-Commerce Ltd	Ordinary (£0 01 each)	5,000,000
Dealogic Limited	Computasoft Research Limited	Ordinary (£0 01 each)	5,000,000

Dealogic Limited	Computasoft Syndication Limited	Ordinary (£0.01 each)	5,000,000
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Part 6
Specific intellectual property rights

Chargor	Description	Application/Registration No. and Date
Dealogic Limited	Trade Mark for DEALOGIC	European Community Trade Mark Registration No 010158962

Part 7
The Additional Chargors

Company	Company Number	Registered Office
Dealogic (Holdings) Limited	04275038	One New Change, London, EC4M 9AF
Dealogic Americas Limited	07877021	One New Change, London, EC4M 9AF
Dealogic APAC Limited	04086422	One New Change, London, EC4M 9AF
Dealogic EMEA Limited	07398395	One New Change, London, EC4M 9AF
Dealogic Limited	01777183	One New Change, London, EC4M 9AF
Capital Data Limited	03150771	One New Change, London, EC4M 9AF
Capital Net Limited	02946818	One New Change, London, EC4M 9AF
Junction RDS Limited	05528979	One New Change, London, EC4M 9AF
Dealogic Japan Limited	03782316	One New Change, London, EC4M 9AF

SIGNATORIES (TO DEED OF ACCESSION)

The Additional Chargors

[REDACTED UNDER S859G OF THE
COMPANIES ACT 2006]

EXECUTED as a DEED by
DEALOGIC (HOLDINGS) LIMITED
acting by
in the presence of

)
)
) Director

[REDACTED UNDER S859G OF THE COMPANIES
ACT 2006]

Witness's signature

Name **N. GRIFFIN** 
[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Address

EXECUTED as a DEED by
DEALOGIC AMERICAS LIMITED
acting by
in the presence of

[REDACTED UNDER S859G OF THE
COMPANIES ACT 2006]
)
) ...
) Director

Witness's signature:
[REDACTED UNDER S859G OF THE
COMPANIES ACT 2006]

Name: N. GRIFFIN
[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]
Address

EXECUTED as a DEED by
DEALOGIC APAC LIMITED
acting by
in the presence of

[REDACTED UNDER S859G OF THE
COMPANIES ACT 2006]
)..
) Director

Witness's signature
[REDACTED UNDER S859G OF THE
COMPANIES ACT 2006]

Name: **N. GRIFFIN**
[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]
Address:

[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

)

).....

) Director

Witness's signature

N. GRIFFIN

[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

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**EXECUTED as a DEED by
DEALOGIC LIMITED**
acting by
in the presence of

[REDACTED UNDER S859G OF
THE COMPANIES ACT 2006]

)
)
) Director

[REDACTED UNDER S859G OF THE COMPANIES
ACT 2006]

Witness's signature.

Name. N. GRIFFIN 
[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Address

EXECUTED as a DEED by
CAPITAL DATA LIMITED
acting by
in the presence of

[REDACTED UNDER S859G OF THE
COMPANIES ACT 2006]

)
) Director

Witness's signature: [REDACTED UNDER S859G OF THE
COMPANIES ACT 2006]

Name **N. GRIFFIN**
[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]
Address

**EXECUTED as a DEED by
CAPITAL NET LIMITED**
acting by
in the presence of.

[REDACTED UNDER S859G OF THE
COMPANIES ACT 2006]
)
)
) Director

Witness's signature [REDACTED UNDER S859G OF THE COMPANIES
ACT 2006]

Name N. GRIFFIN
[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]
Address.

EXECUTED as a DEED by
JUNCTION RDS LIMITED
acting by
in the presence of.

[REDACTED UNDER S859G OF THE
COMPANIES ACT 2006]

).....
) Director

[REDACTED UNDER S859G OF THE
COMPANIES ACT 2006]

Witness's signature

Name: .. **N. GRIFFIN** 
[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]
Address:

EXECUTED as a DEED by
DEALOGIC JAPAN LIMITED
acting by
in the presence of

[REDACTED UNDER S859G OF THE
COMPANIES ACT 2006]

).....
) Director

[REDACTED UNDER S859G OF THE
COMPANIES ACT 2006]

Witness's signature

Name N. GRIFFIN
[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]
Address

The Collateral Agent

EXECUTED as a DEED by
JPMORGAN CHASE BANK, N.A. ,
as Collateral Agent
[REDACTED UNDER S859G OF THE COMPANIES
ACT 2006]

By

Name **Bruce S. Borden**
Executive Director

Title: _____

Vienna Y. Chen
[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]