



**Registration of a Charge**

Company Name: **OAKTREE BIDCO LIMITED**

Company Number: **11104840**



Received for filing in Electronic Format on the: **24/04/2023**

XC24902G

**Details of Charge**

Date of creation: **21/04/2023**

Charge code: **1110 4840 0006**

Persons entitled: **ARES CAPITAL CORPORATION**

Brief description: **INTELLECTUAL PROPERTY COMPRISED OF PATENTS, TRADEMARKS, SERVICE MARKS, DESIGNS, BUSINESS NAMES, COPYRIGHTS, DATABASE RIGHTS, DESIGN RIGHTS, DOMAIN NAMES, MORAL RIGHTS, INVENTIONS, CONFIDENTIAL INFORMATION, KNOWHOW AND OTHER INTELLECTUAL PROPERTY RIGHTS AND INTERESTS (WHICH MAY NOW OR IN THE FUTURE SUBSIST), WHETHER REGISTERED OR UNREGISTERED AND THE BENEFIT OF ALL APPLICATIONS AND RIGHTS TO USE SUCH ASSETS WHICH MAY NOW OR IN THE FUTURE SUBSIST.**

**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: **LEBOGANG LATAKGOMO**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 11104840

Charge code: 1110 4840 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st April 2023 and created by OAKTREE BIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th April 2023 .

Given at Companies House, Cardiff on 25th April 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**

DATED 21 April 2023

**Between**

**SYCAMORE HOLDCO LIMITED**  
and the other Supplemental Chargors listed in Schedule 1

and

**ARES CAPITAL CORPORATION**  
as Collateral Agent

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**SUPPLEMENTAL SECURITY DEED**

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**PAUL**  
**HASTINGS**

**Paul Hastings (Europe) LLP**  
100 Bishopsgate  
London, EC2N 4AG  
Tel: +44 20 3023 5100  
Fax: +44 20 3023 5109  
Ref: 99384.00014

## CONTENTS

Clause		Page
1.	INTERPRETATION .....	2
2.	COVENANT TO PAY .....	3
3.	CHARGING PROVISIONS .....	3
4.	NEGATIVE PLEDGE .....	4
5.	INCORPORATION OF TERMS FROM DEBENTURE.....	4
6.	THE DEBENTURE.....	4
7.	ACKNOWLEDGEMENT BY THE COLLATERAL AGENT.....	5
8.	FAILURE TO EXECUTE .....	5
9.	GOVERNING LAW AND JURISDICTION .....	5
	SCHEDULE 1 THE SUPPLEMENTAL CHARGORS.....	6

**THIS SUPPLEMENTAL SECURITY DEED** (this “**Deed**”) is made on 21 April 2023

**BETWEEN:**

- (1) **SYCAMORE HOLDCO LIMITED**, a company incorporated in England and Wales with registered number 13634270 with its registered address at Suite 1, 3<sup>rd</sup> Floor 11-12 St James’s Square, London, United Kingdom, SW1Y 4LB (“**Holdco**”);
- (2) **THE COMPANIES** listed in Schedule 1 (*The Supplemental Chargors*) (together with Holdco, each a “**Supplemental Chargor**” and together, the “**Supplemental Chargors**”); and
- (3) **ARES CAPITAL CORPORATION**, in its capacity as administrative agent and collateral agent for the Secured Parties (the “**Collateral Agent**”).

**BACKGROUND:**

This Deed is supplemental to a debenture dated 5 October 2021 between, amongst others, Holdco, the chargors named therein (including the Supplemental Chargors) and the Collateral Agent (the “**Debenture**”).

**IT IS AGREED AS FOLLOWS:**

**1. INTERPRETATION**

**1.1 Definitions**

Unless otherwise defined in this Deed, terms defined in the Debenture shall have the same meaning when used in this supplemental security.

**1.2 Construction**

The provisions of clauses 1.2 (*Construction*) to 1.3 (*Other References and Interpretation*) of the Debenture will be deemed to be set out in full in this supplemental security, but as if references in those clauses to the “Debenture” and other similar expressions were references to this Deed.

**1.3 Debenture, Supplemental Debenture**

(a) Notwithstanding any other provision of this Deed, where:

- (i) this Deed purports to create a first fixed Security, that Security will be a second or subsequent ranking Security ranking subject to the equivalent Security created by the Debenture until such time as the Security created by the Debenture ceases to have effect; and
- (ii) a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Debenture and the same asset or right is expressed to be assigned again under this Deed, that second or supplemental assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant Security created by the Debenture ceases or fails to have effect at a time when this Deed still has effect.

- (b) All references in this Deed to “full title guarantee” shall be qualified by reference to the Debenture.

## **2. COVENANT TO PAY**

Subject to any limits on its liability specified in the Credit Documents, each Supplemental Chargor covenants, as primary obligor and not only as surety, with the Collateral 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 Collateral Agent).

## **3. CHARGING PROVISIONS**

### **3.1 Specific Security**

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, as continuing security for the payment of the Secured Obligations each Supplemental Chargor charges in favour of the Collateral 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 ranking fixed charge:

- (a) all Shares and all corresponding Related Rights;
- (b) all of its rights, title, interest in the Intellectual Property;
- (c) all monies standing to the credit of the Bank Accounts and all of its rights, title and interest in relation to those accounts; and
- (d) if not effectively assigned by Clause 3.2 (*Security Assignment*), all of its rights, title and interest in (and claims under) the Intra-Group Debt Documents and the Insurance Policies.

### **3.2 Security Assignment**

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture and as continuing security for the payment of the Secured Obligations, each Supplemental Chargor assigns absolutely by way of security with full title guarantee to the Collateral Agent all its rights, title and interest from time to time in and to (and claims under):

- (a) the Intra-Group Debt Documents and all Related Rights; and
- (b) the Insurance Policies,

both present and future, provided that on payment and discharge in full of the Secured Obligations the Collateral Agent will promptly re-assign the relevant Intra-Group Debt Documents to that Chargor (or as it shall direct).

### **3.3 Floating Charge**

- (a) Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, as further continuing security for the payment of the Secured Obligations, each Supplemental Chargor charges with full title guarantee in favour of the Collateral Agent (for the benefit of itself and the other Secured Parties) by way of first ranking floating charge all its present and future assets, undertakings and rights not otherwise effectively mortgaged, charged or assigned under Clause 3.1 (*Specific Security*) or Clause 3.2 (*Security Assignment*) of this Deed.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to this Clause 3.3.

### **4. NEGATIVE PLEDGE**

No Supplemental Chargor may create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the assets charged under this Deed, except for the creation of Security or other transactions not prohibited under the Credit Documents (including, without limitation, any Permitted Liens) or in respect of which Required Creditor Consent has been obtained.

### **5. INCORPORATION OF TERMS FROM DEBENTURE**

- (a) The provisions of Clause 3.4 (*Conversion of a Floating Charge*), Clause 3.5 (*Excluded Assets*), Clause 4 (*Protection of Security*) and Clause 6 (*Continuing Security*) to Clause 19 (*Miscellaneous*) of the Debenture shall be deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed, but as if references in those clauses to:
  - (i) “this Debenture” or “this Deed” and other similar expressions were a reference to this Deed;
  - (ii) “Chargor” was a reference to any Supplemental Chargor under this Deed; and
  - (iii) “Charged Property” (including references to relevant specific assets within the Charged Property), was a reference to the assets charged under this Deed.
- (b) The representations and warranties made in Clause 4 (*Protection of Security*) of the Debenture and incorporated by reference into this Deed shall be made on the date hereof by reference to the facts and circumstances on that date.

### **6. THE DEBENTURE**

The Debenture shall remain in full force and effect as supplemented by this Deed.



## **7. ACKNOWLEDGEMENT BY THE COLLATERAL AGENT**

The Collateral Agent acknowledges and confirms that:

- (a) the creation of any Security pursuant to (and the compliance by each Supplemental Chargor with the terms of) this Deed does not and will not constitute a breach of any representation, warranty or undertaking in the Debenture; and
- (b) the performance of, and compliance with, any undertaking, requirement or obligation by each Supplemental Chargor under this Deed constitutes the performance of, and compliance with, the corresponding undertaking, requirement or obligation under the Debenture and further, the performance of, and compliance with, any undertaking, requirement or obligation by that Supplemental Chargor under the Debenture will be deemed to constitute the performance of, and compliance with, the corresponding undertaking, requirement or obligation by that Supplemental Chargor under this Deed.

## **8. FAILURE TO EXECUTE**

Failure by one or more parties (“**Non-Signatories**”) to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

## **9. GOVERNING LAW AND JURISDICTION**

- (a) This Deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) The Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed) (a “**Dispute**”).
- (c) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

**IN WITNESS WHEREOF** this Deed has been duly executed as a deed on the date first above written.

**SCHEDULE 1**  
**The Supplemental Chargors**

<b>Name of Initial Chargor</b>	<b>Registered Number</b>	<b>Registered Address</b>
SYCAMORE BIDCO LIMITED	13634464	Suite 1, 3rd Floor 11 - 12 St James's Square, London, United Kingdom, SW1Y 4LB
OAKTREE TOPCO LIMITED	11103431	Cpoms House Unit 7, Acorn Business Park, Skipton, North Yorkshire, United Kingdom, BD23 2UE
OAKTREE MIDCO LIMITED	11104817	Cpoms House Unit 7, Acorn Business Park, Skipton, North Yorkshire, United Kingdom, BD23 2UE
OAKTREE BIDCO LIMITED	11104840	Cpoms House Unit 7, Acorn Business Park, Skipton, North Yorkshire, United Kingdom, BD23 2UE
CPOMS HOLDINGS LIMITED	03855196	Cpoms House Unit 7, Acorn Business Park, Skipton, North Yorkshire, United Kingdom, BD23 2UE
CPOMS SYSTEMS LIMITED	11084090	Cpoms House Unit 7, Acorn Business Park, Skipton, North Yorkshire, United Kingdom, BD23 2UE

## SIGNATORIES TO THE SUPPLEMENTAL SECURITY DEED

### THE SUPPLEMENTAL CHARGORS

EXECUTED as a DEED by )  
SYCAMORE HOLDCO LIMITED )  
acting by )

  
\_\_\_\_\_  
as Director

Name:   
\_\_\_\_\_  
Witness

Name: Ann k Williams

Address:   
Occupation:

### Notice Details:

Address: Rocket Parent, LLC, 2900 North Loop West Suite 900, Houston, Texas 77092

Email: [dschad@raptortech.com](mailto:dschad@raptortech.com)

Attention: Don Schad - CFO

EXECUTED as a DEED by )  
SYCAMORE BIDCO LIMITED )  
acting by )

\_\_\_\_\_  
as Director

Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

Name: Ann K Williams

Address: \_\_\_\_\_

Occupation: Marketing

**Notice Details:**

Address: Rocket Parent, LLC, 2900 North Loop West Suite 900, Houston, Texas 77092

Email: [dschad@raptortech.com](mailto:dschad@raptortech.com)

Attention: Don Schad - CFO

**EXECUTED** as a **DEED** by  
**OAKTREE TOPCO LIMITED**  
acting by

)  
)  
)

\_\_\_\_\_  
as Director

Name:

\_\_\_\_\_  
Witness

Name: Ann K Williams

Address:

Occupation: Marketing


**Notice Details:**

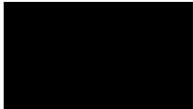
Address: Rocket Parent, LLC, 2900 North Loop West Suite 900, Houston, Texas 77092

Email: [dschad@raptortech.com](mailto:dschad@raptortech.com)

Attention: Don Schad - CFO


EXECUTED as a DEED by )  
OAKTREE MIDCO LIMITED )  
acting by )

  
as Director  
Name:

  
Witness

Name: Ann K Williams

Address:

  
Occupation: Marketing

**Notice Details:**

Address: Rocket Parent, LLC, 2900 North Loop West Suite 900, Houston, Texas 77092

Email: [dschad@raptortech.com](mailto:dschad@raptortech.com)

Attention: Don Schad - CFO

EXECUTED as a DEED by  
OAKTREE BIDCO LIMITED  
acting by

)  
)  
)

\_\_\_\_\_  
as Director

Name:

\_\_\_\_\_  
Witness

Name: Ann K Williams

Address:

Occupation: Marketing

**Notice Details:**

Address: Rocket Parent, LLC, 2900 North Loop West Suite 900, Houston, Texas 77092

Email: [dschad@raptortech.com](mailto:dschad@raptortech.com)

Attention: Don Schad - CFO

**EXECUTED** as a **DEED** by  
**CPOMS HOLDINGS LIMITED**  
acting by

)  
)  
)

\_\_\_\_\_  
as Director

Name:

\_\_\_\_\_  
Witness

Name: Ann K Williams

Address:

Occupation: Marketing

**Notice Details:**

Address: Rocket Parent, LLC, 2900 North Loop West Suite 900, Houston, Texas 77092

Email: [dschad@raptortech.com](mailto:dschad@raptortech.com)

Attention: Don Schad - CFO

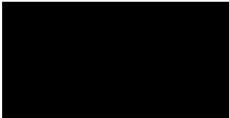


**EXECUTED** as a **DEED** by  
**CPOMS SYSTEMS LIMITED**  
acting by

)  
)  
)


  
as Director

Name:

  
\_\_\_\_\_  
Witness

Name: Ann K Williams

Address:

  
Occupation: Marketing Director

**Notice Details:**

Address: Rocket Parent, LLC, 2900 North Loop West Suite 900, Houston, Texas 77092

Email: [dschad@raptortech.com](mailto:dschad@raptortech.com)

Attention: Don Schad - CFO

**THE COLLATERAL AGENT**

**SIGNED by**  
**ARES CAPITAL CORPORATION**  
acting by:

)  
)  
)



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as Authorised Signatory

Name: Scott Lem  
Title: Authorized Signatory