

MR01

Particulars of a charge

663363/13

IRIS Laserform

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.c



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 created or evidenced by
an instrument. Use form MR02 for this purpose.



A16 24/10/2013 #200
COMPANIES HOUSE

A18 19/10/2013 #95
COMPANIES HOUSE

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



You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record.

1

Company details

Company number

0 1 3 6 9 9 3 7

Company name in full

M-HANCE LIMITED

5

For official use

→ **Filing 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

d1 d8 m1 m0 y2 y0 y1 y3

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

BECAP GP LIMITED

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

MR01

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

Not applicable

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

MR01

Particulars of a charge

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 Macfarlane LLP X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Mark Stichbury

Company name Macfarlanes LLP

Address 20 Cursitor Street

Post town

County/Region London

Postcode E C 4 A 1 L T

Country UK

DX DX No 138 Chancery Lane

Telephone +44 (0)20 7831 9222



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



DX

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1369937

Charge code. 0136 9937 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th October 2013 and created by M-HANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th October 2013.

Given at Companies House, Cardiff on 28th October 2013



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

WE HEREBY CERTIFY THAT THIS IS
A TRUE AND EXACT COPY OF THE ORIGINAL
MACFARLANES LLP
20 CURSITOR STREET
LONDON EC4A 1LT

DEED OF ACCESSION

DATE

18 October 2013

PARTIES

- 1 **M-HANCE LIMITED** (registered in England under number 01369937) whose registered office is at Trinity House, Bredbury Park Way, Stockport, Cheshire SK6 2SN (the "Additional Chargor"), and
- 2 **BECAP GP LIMITED** a private company with limited liability incorporated under the laws of Guernsey with company number 51176 and whose registered office is at Heritage Hall, Le Marchant Street, St Peter Port Guernsey, GY1 4HY as security agent and trustee under and as defined in the Security Agreement (as defined below) (the "Security Agent")

BACKGROUND

- A The Additional Chargor has agreed to enter into this deed to become an Additional Chargor under the security agreement dated 31 March 2011 between the (i) Security Agent (as Security Agent) and (ii) M-hance Group Limited, Calyx Managed Services Limited and M-hance Cloud Software Solutions Limited (as Original Chargors) (the "Security Agreement")
- B The Security Agent and the Additional Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand
- C The Security Agent holds the benefit of this deed on trust for the Loan Note Parties

IT IS AGREED as follows

1 Definitions and interpretation

Terms defined in the Security Agreement have the same meaning in this deed unless given a different meaning in this deed

2 Accession and covenant to pay

2.1 With effect from the date of this deed the Additional Chargor

2.1.1 will become a party to the Security Agreement as a Chargor, and

2.1.2 will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor

2.2 The Additional Chargor hereby covenants with the Security Agent (as trustee for the Loan Note Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Loan Note Parties when the same become due whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Loan Note Parties in relation to any such Secured Liabilities or generally in respect of the Chargors

2.3 Neither the covenant to pay in clause 2.2 above nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law

3 Grant of security

3 1 Fixed security

As a continuing security for the payment or discharge of the Secured Liabilities, the Additional Chargor with full title guarantee hereby

3 1 1 grants to the Security Agent (as trustee for the Loan Note Parties), a charge by way of legal mortgage over all its Properties which are listed in schedule 1 (*Properties currently owned*) to this deed,

3 1 2 charges to the Security Agent (as trustee for the Loan Note Parties), by way of first fixed charge, all its

3 1 2 1 Properties acquired by it after the date of this deed,

3 1 2 2 Property Interests,

3 1 2 3 Equipment,

3 1 2 4 Securities,

3 1 2 5 Securities System Rights,

3 1 2 6 Intellectual Property,

3 1 2 7 Debts,

3 1 2 8 Accounts,

3 1 2 9 Goodwill and Uncalled Capital, and

3 1 2 10 Right, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clauses 3 1 1 to 3 1 3, and

3 1 3 assigns to the Security Agent (as trustee for the Loan Note Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies

3 2 Floating Security

As a continuing security for the payment or discharge of the Secured Liabilities, the Additional Chargor with full title guarantee hereby charges to the Security Agent (as trustee for the Loan Note Parties), by way of first floating charge, all of its undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to clauses 3 1 1 to 3 1 3 (inclusive) above

3 3 Leasehold Security restrictions

3 3 1 There shall be excluded from the Security created by this deed and by the Security Agreement and from the operation of clause 4 (*Restrictions on dealing*) of the Security Agreement, any Excluded Property until the relevant Condition or waiver has been excluded or obtained

3 3 2 For each Excluded Property, the Additional Chargor undertakes to

3 3 2 1 apply for the relevant consent or waiver of prohibition or conditions within five Business Days of the date of this deed

and, to use its best endeavours to obtain that consent or waiver of prohibition as soon as possible,

3 3 2 2 upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver, and

3 3 2 3 forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy

3 3 3 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent (as trustee for the Loan Note Parties) under clause 3 1 1, clause 3 1 2 1 or clause 3 1 2 2 (*Fixed security*) of the Security Agreement as the case may be. If required by the Security Agent at any time following receipt of that waiver or consent, the Additional Chargor will execute a valid fixed charge in such form as the Security Agent shall require

4 Land Registry restriction

In respect of any Property registered at the Land Registry, the Additional Chargor hereby consents to the entry of the following restriction on the register of its title to such Property

“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 charge dated [] in favour of BECAP GP Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer”

5 Miscellaneous

With effect from the date of this deed

5 1 the Security Agreement will be read and construed for all purposes as if the 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),

5 2 any reference in the Security Agreement to this deed and similar phrases will include this deed and all references in the Security Agreement to schedule 1 (*Properties currently owned*) (or any part of it) will include a reference to schedule 1 (*Properties currently owned*) to this deed (or relevant part of it)

6 Governing law

This deed is governed by, and shall be construed in accordance with, English law. Non-contractual obligations (if any) arising out of or in connection with this deed (including its formation) shall also be governed by English law

7 Enforcement

7 1 Jurisdiction of English courts

7 1 1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a “Dispute”)

7 1 2 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

7 1 3 This clause 7 is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a

Dispute in any other courts with jurisdiction To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions

8 Counterparts

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument

In Witness whereof this deed has been duly executed on the date first above written

EXECUTED AND DELIVERED)
as a DEED by)
M-HANCE LIMITED)
acting by)

Director

Director/Secretary

EXECUTED AND DELIVERED)
as a DEED by)
BECAP GP LIMITED)
acting by)

Director

Director/Secretary

LL-


), (u, v) ∈ E, u ∈ V, v ∈ V, u ≠ v, and

Richard Wagner - Schumacher
Director/Secretary

Edward H. Bates

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Director/Secretary