



**Registration of a Charge**

Company name: **EUROCHECK LIMITED**

Company number: **03031567**

Received for Electronic Filing: **11/07/2016**



X5B07CA2

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**Details of Charge**

Date of creation: **08/07/2016**

Charge code: **0303 1567 0003**

Persons entitled: **OCTOPUS APOLLO VCT PLC**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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:

**SHAKESPEARE MARTINEAU LLP**



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

Company number: 3031567

Charge code: 0303 1567 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th July 2016 and created by EUROCHECK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th July 2016 .

Given at Companies House, Cardiff on 12th July 2016

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

## Deed of Accession

THE SUPPLEMENTAL DEED is made on

8<sup>th</sup> July

2016

### BETWEEN:

- (1) THE COMPANIES LISTED IN SCHEDULE 1 (each an "Acceding Company", together the "Acceding Companies");
- (1) THE COMPANY LISTED IN SCHEDULE 2 (the "Existing Charging Company"); and
- (2) OCTOPUS APOLLO VCT PLC (the "Security Beneficiary")

### WHEREAS:

- (1) This Supplemental Deed is supplemental to a Composite Guarantee and Debenture dated 23 February 2015 and made between, *inter alia*, the Existing Charging Company (1) and the Security Beneficiary (2) (the "Composite Guarantee and Debenture").
- (2) ISG Technology EOOD (incorporated in Bulgaria) is acceding to the Composite Guarantee and Debenture as a guarantor without granting the charges under clause 4 of the Composite Guarantee and Debenture.

IT IS AGREED and declared as follows:

#### 1. DEFINITIONS

- 1.1 Words or expressions defined (including by reference) in the Composite Guarantee and Debenture shall, unless otherwise defined in this Supplemental Deed, bear the same meaning in this Supplemental Deed (including the recital).
- 1.2 The principles of construction set out in clauses 1.2 to 1.4 of the Composite Guarantee and Debenture shall apply *mutatis mutandis* to this Supplemental Deed as if they were set out in full in this Supplemental Deed.

#### 2. ACCESSION OF THE ACCEDING COMPANY

- 2.1 By its execution of this Supplemental Deed, each of the Acceding Companies unconditionally and irrevocably undertakes to and agrees with the Security Beneficiary to observe and be bound by the terms and provisions of the Composite Guarantee and Debenture as if it were an original party to it as one of the Charging Companies.
- 2.2 Without prejudice to the generality of clause 2.1 of this Supplemental Deed, each Acceding Company:
  - (a) (jointly and severally with the other Charging Companies) covenants and guarantees in the terms set out in clauses 2 and 3 of, and Schedule 2 to, the Composite Guarantee and Debenture; and
  - (b) (save in the case of ISG Technology EOOD which is incorporated under the laws of Bulgaria) with full title guarantee, charges and assigns to the Security Beneficiary for the payment and discharge of all monies and liabilities, or by the Composite Guarantee and Debenture, covenanted to be paid or discharged by it, all its property, assets and undertaking on the terms set out in clause 4 of the Composite Guarantee and Debenture.
- 2.3 The Existing Charging Company consents to the accession of the Acceding Companies to the Composite Guarantee and Debenture on the terms of clauses 2.1 and 2.2 of this Supplemental Deed and agree that the Composite Guarantee and Debenture shall from now on be read and construed as if the Acceding Companies had been named in it as Charging Companies.

**3. INTERPRETATION**

This Supplemental Deed shall from now on be read as one with the Composite Guarantee and Debenture, so that all references in the Composite Guarantee and Debenture to "*this deed*", "*this Guarantee and Debenture*", "*this Guarantee*" and similar expressions shall include references to this Supplemental Deed.

**4. DELIVERY**

This Supplemental Deed shall be treated as having been executed and delivered as a deed only upon being dated.

**5. COUNTERPARTS**

This Supplemental Deed may be executed in any number of counterparts each of which shall be deemed to be an original, and which together shall constitute one and the same instrument.

**6. THIRD PARTY RIGHTS**

Without prejudice to clause 23 of the Composite Guarantee and Debenture to the extent applicable, a person who is not a party to this Supplemental Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Supplemental Deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

**7. GOVERNING LAW AND JURISDICTION**

7.1 This Supplemental Deed, and any non-contractual rights or obligations arising out of or in connection with it, shall be governed by and shall be construed in accordance with English law.

7.2 Each of the parties to this Supplemental Deed irrevocably agrees for the benefit of the Security Beneficiary that the courts in England shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any dispute which may arise out of, or in connection with, this Supplemental Deed (including in relation to any non-contractual rights or obligations arising out of or in connection with this Supplemental Deed) and, for such purposes, the parties to this Supplemental Deed irrevocably submit to the jurisdiction of such courts.

**EXECUTED as a DEED or as otherwise provided below by the parties hereto and delivered the day and year first above written.**

**SCHEDULE 1****The Acceding Companies**

Company Name	Registration Number
ISG Technology Holdings Limited	05337015
ISG Technology Limited	04904369
Corporate Solutions Group Limited	03356968
W.E.L. Group Limited	02265691
Webb Electronics & Communications Limited	01665733
Information Systems Group Limited	03022300
Nextaroma Limited	03031082
Eurocheck Limited	03031567
ISG Technology EOOD	200479225

**SCHEDULE 2****The Existing Charging Company**

Company Name	Registration Number
COUPRA LIMITED	09399788

EXECUTED as a DEED by  
**COUPRA LIMITED**  
acting by a director  
in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

EXECUTED as a DEED by  
**ISG TECHNOLOGY HOLDINGS  
LIMITED**  
acting by a director  
in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

**EXECUTED as a DEED by**  
**ISG TECHNOLOGY LIMITED**  
acting by a director  
in the presence of:

Witness' Signat

Name:

Address:

Occupation:

**EXECUTED as a DEED by**  
**CORPORATE SOLUTIONS GROUP**  
**LIMITED**  
acting by a director  
in the presence of:

Witness' Signature:

Name:

Address:

Occupation:



**EXECUTED as a DEED by**  
**W.E.L. GROUP LIMITED**  
acting by a director  
in the presence of:

Witness' Signature

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Name:

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Address:

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Occupation:

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**EXECUTED as a DEED by**  
**WEBB ELECTRONICS & COMMUNICATIONS**  
**LIMITED**  
acting by a director  
in the presence of:

Witness' Signature

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Name:

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Address:

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Occupation:

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EXECUTED as a DEED by  
INFORMATION SYSTEMS GROUP  
LIMITED

acting by a director  
in the presence of:

Witness' Signature

Name:

Address:

Occupation:

EXECUTED as a DEED by  
NEXTAROMA LIMITED

acting by a director  
in the presence of:

Witness' Signature

Name:

Address:

Occupation:

**EXECUTED as a DEED by**  
**EUROCHECK LIMITED**  
acting by a director  
in the presence of:

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Witness' Signature

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Name:

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Address:

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Occupation:

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**SIGNED for and on behalf of**  
**ISG TECHNOLOGY EOOD**  
by James David Bowles as managing director  
in the presence of:

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Witness' Signature

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Name:

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Address:

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Occupation:

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**SIGNED** for and on behalf of  
**ISG TECHNOLOGY EOOD**  
by Michael Morrison as managing director  
in the presence of:

Witness' Signa

Name:

Address:

Occupation:

**SIGNED** for and on behalf of  
**ISG TECHNOLOGY EOOD**  
by Andrew James Webb as managing director  
in the presence of:

Witness' Signatu

Name:

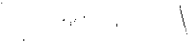
Address:

Occupation:

**EXECUTED as a DEED by**  
**OCTOPUS APOLLO VCT PLC**  
acting by its duly authorised attorney  
in the presence of:

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Witness' Signature:   
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Name:

Address:  
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Occupation:  
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