



**Registration of a Charge**

Company name: **CALLITECH LIMITED**

Company number: **03894972**



X717QRVF

Received for Electronic Filing: **07/11/2018**

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**Details of Charge**

Date of creation: **06/11/2018**

Charge code: **0389 4972 0003**

Persons entitled: **ECI 11 NOMINEES LIMITED AS SECURITY TRUSTEE**

Brief description: **LEASEHOLD PROPERTY KNOWN AS UNIT J, WREXHAM TECHNOLOGY PARK, WREXHAM REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER CYM384377. TRADE MARK - MONEYPENNY - REGISTERED IN THE UK UNDER CLASSES 35 AND 38 WITH TM NUMBER 2172643. TRADE MARK - MONEYPENNY - REGISTERED IN THE UK UNDER CLASSES 9, 35, 38, 42 AND 45 WITH TM NUMBER 3117722. TRADE MARK - MONEYPENNY - REGISTERED IN FRANCE, AUSTRIA, SWITZERLAND, UK, ITALY, PORTUGAL AND USA UNDER CLASSES 35, 38 AND 42 WITH TM NUMBER 741954A. TRADE MARK - MONEYPENNY - REGISTERED IN THE USA UNDER CLASSES 35 AND 38 WITH TM NUMBER 4792869.**

**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: **SQUIRE PATTON BOGGS (UK) LLP**



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

Company number: 3894972

Charge code: 0389 4972 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th November 2018 and created by CALLITECH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th November 2018 .

Given at Companies House, Cardiff on 9th November 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**

## Accession Deed

DATE OF ACCESSION DEED

6 NOVEMBER

2018

### PARTIES

- (1) **TDKP LIMITED** (a company incorporated in England and Wales with registered number 05984382) as a new company ("**TDKP**");
- (2) **CALLITECH LIMITED** (a company incorporated in England and Wales with registered number 03894972) as a new company ("**Callitech**");
- (3) **SIMPHOLD LIMITED** (a company incorporated in England and Wales with registered number 11102091) as a new company ("**Simphold**");
- (4) **MADE SIMPLE GROUP LIMITED** (a company incorporated in England and Wales with registered number 04214713) as a new company ("**Made Simple**" and together with TDKP, Callitech and Simphold, each a "**New Company**", and together the "**New Companies**");
- (5) **HAMSARD 3511 LIMITED** (a company incorporated in England and Wales with registered number 11508797) (the "**Companies' Agent**") for itself and as agent for and on behalf of each of the existing Companies; and
- (6) **ECI 11 NOMINEES LIMITED** (a company incorporated in England and Wales with registered number 11549474) as trustee for the Secured Parties (the "**Security Trustee**", which expression includes any person which is for the time being a trustee (or a co-trustee) for the Secured Parties).

### BACKGROUND

This Deed is supplemental to a composite guarantee and debenture dated or to be dated on or about the date of this Deed between (1) Hamsard 3511 Limited and others (as Original Companies) and (2) ECI 11 Nominees Limited (as Security Trustee), as supplemented and amended from time to time (the "**Debenture**").

### THIS DEED WITNESSES THAT:

#### 1 INTERPRETATION

##### 1.1 Definitions and construction

Terms defined (or expressed to be subject to a particular construction) in the Debenture shall have the same meanings (or be subject to the same construction) when used in this Deed.

##### 1.2 Effect as a deed

This Deed is intended to take effect as a deed notwithstanding that the Security Trustee may have executed it under hand only.

## **2 ACCESSION OF NEW COMPANIES TO COMPOSITE GUARANTEE AND DEBENTURE**

### **2.1 Accession**

Each New Company agrees to be bound by all of the terms of the Debenture and to perform all the obligations of a Company under the Debenture with effect from the date of this Deed as if it had been an original party to the Debenture in the capacity as a Company.

### **2.2 Covenant to pay**

Each New Company agrees, as primary obligor and not only as a surety, that it will pay and discharge the Secured Obligations promptly on demand of the Security Trustee.

### **2.3 Companies' Agent**

The Companies' Agent (on behalf of itself and the other Companies which are parties to the Debenture) hereby agrees to the accession of each New Company.

## **3 FIXED CHARGES**

Each New Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Trustee to hold the same on trust for the Secured Parties on the terms set out in the Intercreditor Agreement:

- (a) by way of first legal mortgage, all of the Real Property (if any) specified in Part 1 of the Schedule hereto and all other Real Property now vested in the New Company;
- (b) by way of first fixed charge all its present and future right, title and interest in and to and the benefit of (but in the case of paragraphs (v) and (vi) below only if and to the extent the rights in question have not been effectively assigned pursuant to Clause 4 (*Assignments*) or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate Notice):
  - (i) to the extent not effectively charged pursuant to paragraph (a) above, all estates or interests in any Real Property (whether such interests are freehold, leasehold or licences) vested in, or acquired by, it;
  - (ii) to the extent not effectively charged pursuant to paragraph (a) or (b)(i) above, all plant and machinery, equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the New Company's stock-in-trade or work in progress) owned by the New Company or (to the extent of such interest) in which the New Company has an interest and the benefit of all contracts and warranties relating to the same;
  - (iii) all Charged Accounts;
  - (iv) all Investments and all Related Rights;

- (v) the Insurances and all Related Rights;
- (vi) to the extent that the same do not fall within any other sub-paragraph of this paragraph (b), the Material Contracts and all Related Rights;
- (vii) any pension fund (to the extent permitted by law);
- (viii) all Authorisations (statutory or otherwise) held in connection with the business of the New Company or the use of any asset of the New Company and the right to recover and receive all compensation which may at any time become payable to it in respect of the same;
- (ix) all goodwill and uncalled capital of the New Company; and
- (x) all of the Registered Intellectual Property (if any) specified in Part 2 of the Schedule hereto and all other Registered Intellectual Property Rights of the New Company.

#### **4 ASSIGNMENTS**

Subject to Clause 5.2 (Non-assignable rights) of the Debenture, each New Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, assigns absolutely to the Security Trustee to hold the same on trust for the Secured Parties on the terms set out in the Intercreditor Agreement all its present and future right, title and interest in and to and the benefit of:

- (a) the Insurances and all Related Rights;
- (b) all the Material Contracts and all Related Rights; and
- (c) to the extent not charged under the provisions of paragraph (x) of Clause 3 (*Fixed Charges*), all Intellectual Property.

#### **5 FLOATING CHARGES**

- (a) Each New Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Trustee to hold the same on trust for the Secured Parties on the terms set out in the Intercreditor Agreement by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future, not effectively charged pursuant to Clause 3 (*Fixed charges*) or effectively assigned pursuant to Clause 4 (*Assignments*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 5.

#### **6 LAND REGISTRY**

In respect of the Real Property specified in the Schedule hereto the title to which is registered at the Land Registry and in respect of any other registered title(s) against which this Deed may be noted, each New Company hereby undertakes to make or

procure that there is made a due and proper application to the Land Registry (with the Security Trustee's consent as proprietor of the relevant registered charge):

- (a) for a restriction in the following terms to be entered on the Proprietorship Register relating thereto:

"No disposition or dealing of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [insert date] in favour of ECI 11 Nominees Limited (as Security Trustee) referred to in the charges register or their conveyancer."

- (b) to enter a note of the obligation to make further advances by the Secured Parties on the charges register of any registered land forming part of the Secured Assets; and
- (c) to note this Deed on the charges register.

## **7 POWER OF ATTORNEY**

### **7.1 Appointment**

By way of security for the performance of its obligations under this Deed, each New Company irrevocably appoints the Security Trustee and any Receiver (and their respective delegates and sub-delegates) to be its attorney acting severally (or jointly with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and every thing which the New Company is obliged to do under the terms of this Deed and/or the Debenture or which such attorney considers necessary or desirable in order to exercise the rights conferred on it by or pursuant to this Deed and/or the Debenture or by law.

### **7.2 Ratification**

Each New Company ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Deed and/or the Debenture shall do in its capacity as such.

### **7.3 Sums recoverable**

All sums expended by the Security Trustee or any Receiver under this Clause 7 shall be recoverable from each New Company under Clause 29 (*Costs and expenses*) of the Debenture.

## **8 NOTICES**

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 34 (*Notices*) of the Debenture. Each New Company's address and fax number for any communication to be made or delivered under or in connection with this Deed and/or the Debenture is set out with its name below.

## **9 MISCELLANEOUS**

The provisions of Clauses 29 (*Costs and expenses*), 31 (*Remedies and waivers*), 33 (*Additional provisions*) and 38 (*Counterparts and effectiveness*) of the Debenture shall be deemed to be incorporated in full in this Deed as if references in those Clauses to "**this Deed**" were references to this Deed.

## **10 GOVERNING LAW**

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

## **11 ENFORCEMENT**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- (b) 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.
- (c) This Clause 11 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

**This Deed has been executed as a deed by each New Company and has been signed on behalf of the Security Trustee and is delivered and takes effect on the date stated at the beginning of it.**



## SCHEDULE

### Part 1 Real Property

| Company                   | Description                                                                                                          | Title<br>(Registered Land)                                                                                                                                                                                                                                                 | Number |
|---------------------------|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| TDKP Limited              | Freehold property known as<br>Moneypenny, Western<br>Gateway Technology Park,<br>Wrexham                             | CYM643103                                                                                                                                                                                                                                                                  |        |
| Made Simple Group Limited | Leasehold property known as<br>Ground Floor and Basement<br>Floor Premises, 20-22<br>Wenlock Road, London, N1<br>7NU | Title Number not available<br>at the date of this Deed (at<br>the date of this Deed, the<br>lease (which is being<br>granted out of superior<br>landlord Title Numbers AGL<br>324314 and AGL 324320) is<br>in the process of being<br>registered at the Land<br>Registry). |        |
| Callitech Limited         | Leasehold property known as<br>Unit J, Wrexham Technology<br>Park, Wrexham                                           | CYM384377                                                                                                                                                                                                                                                                  |        |

### Part 2 Registered Intellectual Property Rights

#### Trade Marks

| Owner                | TM number | Jurisdictions                                                            | Classes                 | Mark       |
|----------------------|-----------|--------------------------------------------------------------------------|-------------------------|------------|
| Callitech<br>Limited | 2172643   | UK                                                                       | 35 and 38               | MONEYPENNY |
| Callitech<br>Limited | 3117722   | UK                                                                       | 9, 35, 38,<br>42 and 45 | MONEYPENNY |
| Callitech<br>Limited | 741954A   | France,<br>Austria,<br>Switzerland,<br>UK, Italy,<br>Portugal and<br>USA | 35, 38<br>and 42        | MONEYPENNY |

|                           |         |     |                       |                   |
|---------------------------|---------|-----|-----------------------|-------------------|
| Callitech Limited         | 4792869 | USA | 35 and 38             | MONEYPENNY        |
| Made Simple Group Limited | 3016391 | UK  | 35, 36, 39, 41 and 45 | MADE SIMPLE GROUP |

### Part 3 Shares

| Charging Company | Company Name and Number                                 | Share Type                    | Number of Shares |
|------------------|---------------------------------------------------------|-------------------------------|------------------|
| TDKP Limited     | Callitech Limited (Registered Number: 03894972)         | Ordinary Shares of £1.00 each | 1,000            |
| TDKP Limited     | Simphold Ltd (Registered Number: 11102091)              | Ordinary Shares of £1.00 each | 100              |
| Simphold Limited | Made Simple Group Limited (Registered Number: 04214713) | Ordinary Shares of £0.10 each | 100,000          |
| TDKP Limited     | Callitech US Inc. (Registered Number: None)             | Common Stock of \$10.00 each  | 1,000            |

### Part 4 Material Contracts

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### Part 5 Charged Accounts

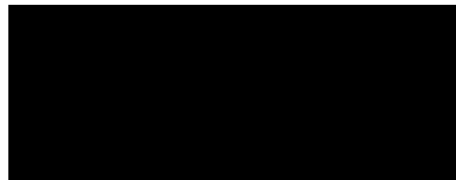
| Charging Company  | Account Number                                                                      | Account Name    | Account Maintained With        |
|-------------------|-------------------------------------------------------------------------------------|-----------------|--------------------------------|
| Callitech Limited |  | Current Account | The Royal Bank of Scotland Plc |

|                           |     |                   |                                |
|---------------------------|-----|-------------------|--------------------------------|
| Callitech Limited         |     | Reserve Account   | The Royal Bank of Scotland Plc |
| Callitech Limited         |     | Interest Account  | The Royal Bank of Scotland Plc |
| Callitech Limited         |     | US Dollar Account | The Royal Bank of Scotland Plc |
| Callitech Limited         |     | NZ Dollar Account | The Royal Bank of Scotland Plc |
| Made Simple Group Limited |     | Current Account   | Barclays Bank plc              |
| Made Simple Group Limited |     | Current Account   | Barclays Bank plc              |
| Made Simple Group Limited |     | Interest Account  | Barclays Bank plc              |
| Made Simple Group Limited |     | Current Account   | Barclays Bank plc              |
| Made Simple Group Limited |     | Current Account   | Barclays Bank plc              |
| Made Simple Group Limited |     | Current Account   | Barclays Bank plc              |
| Made Simple Group Limited |     | Current Account   | HSBC Bank plc                  |
| Made Simple Group Limited | N/A | Internet Account  | Paypal                         |
| TDKP Limited              |     | Interest Account  | The Royal Bank of Scotland Plc |
| TDKP Limited              |     | Current Account   | The Royal Bank of Scotland Plc |

**SIGNATURES**

**The New Companies**

**EXECUTED** as a deed by  
**EDWARD REEVES**, a director  
for and on behalf of **TDKP LIMITED** in the  
presence of:



**Witness**

Signature :   
Name : **CAREN MAYCOX**  
Occupation : **SOLICITOR**  
Address :

**DLA Piper UK LLP**  
**1 St. Peter's Square**  
**Manchester**  
**M2 3DE**

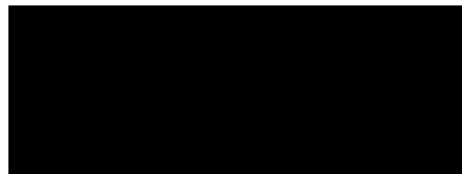
**Notices**

Address: Moneypenny, Western Gateway, Wrexham, Wales, LL13 7ZB

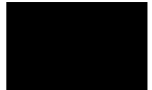
Fax No: N/A

Attention: The Managing Director

**EXECUTED** as a deed by  
**EDWARD REEVES**, a director  
for and on behalf of **CALLITECH**  
**LIMITED** in the presence of:



**Witness**

Signature :   
Name : **CAREN MAYCOX**  
Occupation : **SOLICITOR**  
Address :

**DLA Piper UK LLP**  
**1 St. Peter's Square**  
**Manchester**  
**M2 3DE**

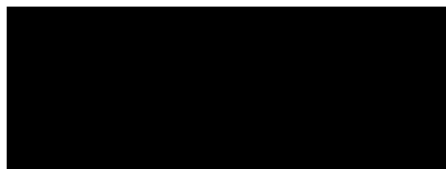
**Notices**

Address: Moneypenny, Western Gateway, Wrexham, Wales, LL13 7ZB

Fax No: N/A

Attention: The Managing Director

EXECUTED as a deed by  
**EDWARD REEVES**, a director  
for and on behalf of **SIMPOLD LIMITED**  
in the presence of:



**Witness**



Signature :  
Name : **CAREN MAYCOX**  
Occupation : **SOLICITOR**  
Address :

**DLA Piper UK LLP**  
**1 St. Peter's Square**  
**Manchester**  
**M2 3DE**

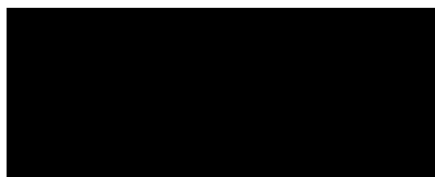
**Notices**

Address: Money Penny, Western Gateway, Wrexham, Wales, LL13 7ZB

Fax No: N/A

Attention: The Managing Director

EXECUTED as a deed by  
**EDWARD REEVES**, a director  
for and on behalf of **MADE SIMPLE**  
**GROUP LIMITED** in the presence of:



**Witness**



Signature :  
Name : **CAREN MAY COX**  
Occupation : **SOLICITOR**  
Address :

**DLA Piper UK LLP**  
**1 St. Peter's Square**  
**Manchester**  
**M2 3DE**

**Notices**

Address: Money Penny, Western Gateway, Wrexham, Wales, LL13 7ZB

Fax No: N/A

Attention: The Managing Director

**The Companies' Agent**

EXECUTED as a deed by  
ISA MAIDAN, a director  
for and on behalf of HAMSARD 3511  
LIMITED in the presence of:



**Witness**

Signature :  
Name :  
Occupation :  
Address :



Joshua Crawley  
Solicitor  
Squire Patton Boggs (UK) LLP  
No 1 Spinningfields  
1 Hardman Square  
Manchester  
M3 3EB

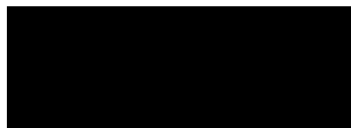
**Notices**

Address: Moneypenny, Western Gateway, Wrexham, Wales, LL13 7ZB  
Fax No: N/A  
Attention: The Managing Director

**The Security Trustee**

ECI 11 NOMINEES LIMITED

By: ISA MAIDAN



**Notices**

Address: ECI Partners LLP, Brettenham House, Lancaster Place, London, WC2E 7EN  
Fax: N/A  
Attention: Mark Keeley

**WITNESS**



SIGNATURE  
NAME  
OCCUPATION  
ADDRESS

Joshua Crawley  
Solicitor  
Squire Patton Boggs (UK) LLP  
No 1 Spinningfields  
1 Hardman Square  
Manchester  
M3 3EB