



Registration of a Charge

Company Name: **MEETINGZONE LIMITED**

Company Number: **04300344**



XC74F1Z7

Received for filing in Electronic Format on the: **05/07/2023**

Details of Charge

Date of creation: **27/06/2023**

Charge code: **0430 0344 0008**

Persons entitled: **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**

Brief description:

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: **CMS CAMERON MCKENNA NABARRO OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4300344

Charge code: 0430 0344 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th June 2023 and created by MEETINGZONE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th July 2023 .

Given at Companies House, Cardiff on 6th July 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**



DATE: 27 June 2023

CONFIRMATORY SECURITY DEED

between

WARWICK HOLDCO LIMITED (AND OTHERS)
(as Chargors)

and

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND
(as Lender)

CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place
78 Cannon Street
London EC4N 6AF
T +44 20 7367 3000
F +44 20 7367 2000
cms.law

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THIS DEED is made on the 27th day of June 2023

BETWEEN:

- (1) THE COMPANIES whose respective names and company numbers appear in Schedule 1 (*The Chargors*) (collectively the “Chargors” and each a “Chargor”); and
- (2) THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND of 40 Mespil Road, Dublin 4, Ireland as lender (the “Lender”).

WHEREAS:

- (A) Pursuant to an English law debenture dated 4 June 2018 and made between the Chargors and the Lender (the “Security Agreement”), each Chargor created Security over its assets as security for, among other things, the present and future obligations and liabilities of each Obligor under the Finance Documents (as each has or may have been amended or supplemented).
- (B) The Original Facilities Agreement has been amended by an amendment request letter (the “Amendment Letter (2023)”) dated on or about the date of this Deed between, among others, the Chargors and the Lender.
- (C) The Chargors and the Lender are of the view that the Security created by each Chargor under the Security Agreement extends to the Secured Liabilities notwithstanding the entry into the Amendment Letter (2023) but enter into this Deed in the event that, and to address the situation where, it does not.
- (D) The board of directors of each Chargor is satisfied that the giving of the security contained or provided for in this Deed is in the interests of that Chargor.
- (E) This Deed is supplemental to the Security Agreement.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 Terms defined in the Security Agreement (as defined in the Recitals) shall, unless otherwise defined in this Deed (including the Recitals), have the same meanings when used in this Deed (including the Recitals), and in addition in this Deed (including the Recitals) the following terms have the following meanings:

“Facilities Agreement”: the Original Facilities Agreement as amended by the Amendment Letter (2023);

“Insurances”: shall have the meaning given to that term in the Security Agreement, and shall also include, without limitation, any of the same specified in Schedule 3 (*Insurances*) of this Deed.

“Intellectual Property”: shall have the meaning given to that term in the Security Agreement, and shall also include, without limitation, any of the same specified in Schedule 4 (*Intellectual Property*) of this Deed.

“Original Facilities Agreement”: a facilities agreement originally dated 16 May 2018 as amended pursuant to an amendment agreement dated 6 May 2021, as first amended and restated pursuant to an amendment and restatement deed dated 12 October 2021, as amended pursuant to a consent request letter dated 14 May 2022, as amended pursuant to a deferral letter dated 1 June

2022 and as second amended and restated pursuant to an amendment and restatement deed dated 7 June 2022, as amended from time to time, and as most recently amended pursuant to an amendment letter dated 14 October 2022 and made among (1) LoopUp Group PLC, (2) certain subsidiaries of LoopUp Group PLC (including the Chargors), and (3) the Lender; and

“**Party**”: a party to this Deed.

“**Securities**”: shall have the meaning given to that term in the Security Agreement, and shall also include, without limitation, any of the same specified in Schedule 5 (*Securities*) of this Deed.

“**Specified Contracts**”: shall have the meaning given to that term in the Security Agreement, and shall also include, without limitation, any of the same specified in Schedule 6 (*Specified Contracts*) of this Deed.

Construction

- 1.2 The provisions of Clause 1.2 to 1.10 of the Security Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Security Agreement will be construed as references to this Deed.
- 1.3 Unless a contrary indication appears, a reference in this Deed to the Facilities Agreement, a Finance Document or any other agreement or instrument is a reference to the Facilities Agreement, that Finance Document, or other agreement or instrument as amended, novated, supplemented, extended or restated from time to time (however fundamentally), whether or not as a result of any of the same:
 - (i) there is an increase or decrease in any facility made available under it or in the period for which it is available or in which it is repayable;
 - (ii) any additional, further or substituted facility to or for such facility is provided;
 - (iii) any rate of interest, commission or fees or relevant purpose is changed;
 - (iv) the identity of the parties is changed;
 - (v) the identity of the providers of any Security is changed;
 - (vi) there is an increased or additional liability on the part of any person; or
 - (vii) a new agreement is effectively created or deemed to be created;

- 1.4 Each term in any Finance Document is, to the extent not set out in or otherwise incorporated into this Deed, deemed to be incorporated into this Deed insofar as is necessary to comply with section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 but, except where stated otherwise, if there is any conflict between that incorporated term and any other term of this Deed that other term shall prevail.

Third Party Rights

- 1.5 Unless otherwise expressly provided to the contrary in a Finance Document, nothing in this Deed is intended to confer on any person any right to enforce or enjoy the benefit of any provision of this Deed which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- 1.6 Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

- 1.7 Any Receiver may enforce and enjoy the benefit of any clause which expressly confers rights on it, subject to Clause 1.6 above and the provisions of the Contracts (Rights of Third Parties) Act 1999.

Finance Document

- 1.8 This Deed is hereby designated as a Finance Document.

2. COVENANT TO PAY

Covenant to Pay

- 2.1 Each Chargor covenants with the Lender that it shall pay, perform and discharge the Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with their terms or, in the absence of any such express terms, on demand.

Interest

- 2.2 Each Chargor covenants to pay interest to the Lender at the Default Rate on any sum not paid in accordance with Clause 2.1 (*Covenant to Pay*).

3. FIXED SECURITY

Charges

- 3.1 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of a first legal mortgage all of that Chargor's right, title and interest in and to the freehold and leasehold property now vested in it, situate in England and Wales (including, but not limited to, the freehold and leasehold property (if any) specified in Schedule 2 (*Real Property*) of this Deed and the Security Agreement).

- 3.2 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of first fixed charge all of that Chargor's right, title and interest in and to the following assets, both present and future:

- 3.2.1 all estates or interests in any freehold or leasehold property, situate in England and Wales (other than such property effectively mortgaged under Clause 3.1 above);
- 3.2.2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled;
- 3.2.3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;
- 3.2.4 all amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises;
- 3.2.5 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade);

- 3.2.6 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;
- 3.2.7 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;
- 3.2.8 all moneys from time to time deposited in or standing to the credit of any bank account with the Lender or any other bank or financial institution, including, but not limited to, the accounts (if any) specified in Schedule 7 (*Bank Accounts*) of this Deed and the Security Agreement (and any cheque, bill, note, negotiable instrument or other document representing the same);
- 3.2.9 all Securities and their Related Rights;
- 3.2.10 all of its goodwill and uncalled capital;
- 3.2.11 all Intellectual Property and IP Related Rights;
- 3.2.12 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them;
- 3.2.13 each of the Specified Contracts to the extent that they are not effectively assigned under Clause 3.3 (*Assignment*).

Assignment

- 3.3 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, assigns to the Lender absolutely by way of a first legal assignment all of that Chargor's right, title and interest in and to each of the Specified Contracts.

Excluded Assets and Consents

- 3.4 Where the terms of a licence in relation to Intellectual Property prohibits the charging or disposal of any Intellectual Property without the prior consent of the relevant licensee, the charge created by Clause 3.2.11 shall not extend to such assets and nothing in this Deed shall create or be deemed to create any Security over, or assignment of such until such time as such consent has been obtained.
- 3.5 Where the terms of any lease or underlease require either a third party consent to the creation of Security over the relevant property or the satisfaction of some other condition prior to the creation of such Security, nothing in this Deed shall create or be deemed to create any Security over that property until such time as such consent has been obtained or such condition is satisfied.
- 3.6 To the extent any consents are required by virtue of Clauses 3.4 and 3.5 above, the relevant Chargor undertakes to, upon reasonable request by the Lender:
 - 3.6.1 apply for the relevant consent, waiver of prohibition or condition, or agreement within 10 Business Days of the date of such request and to use its reasonable endeavours to obtain that consent, waiver of prohibition or condition, or agreement as soon as possible;
 - 3.6.2 keep the Lender informed of its progress in obtaining such consent, waiver or agreement; and
 - 3.6.3 forthwith upon receipt of such consent, waiver or agreement, provide the Lender with a copy.

Immediately upon receipt of the relevant waiver, consent or agreement, the relevant asset shall stand charged to the Lender under Clause 3.2 (*Fixed security*).

4. FLOATING CHARGE

Creation of Floating Charge

- 4.1 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of a first floating charge all of its undertaking and all its other property, assets and rights, present and future, including all of its stock in trade and all of its property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 3 (*Fixed Security*).

Qualifying Floating Charge

- 4.2 The provisions of paragraph 14 of schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 4.1 (*Creation of Floating Charge*).

Conversion by Notice

- 4.3 The Lender may by notice in writing at any time to any Chargor convert the floating charge created pursuant to Clause 4.1 (*Creation of Floating Charge*) with immediate effect into a fixed charge (either generally or specifically as regards any assets of that Chargor specified in the notice) if:

- 4.3.1 the security constituted by this Deed becomes enforceable; or
- 4.3.2 the Lender reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process to the extent necessary to protect such Charged Property from such jeopardy or danger.

Automatic Conversion

- 4.4 Subject to the provisions of Clause 4.5 (*Moratorium*), and notwithstanding Clause 4.3 (*Conversion by Notice*) and without prejudice to any law which may have a similar effect, each floating charge created by Clause 4.1 (*Creation of Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to that floating charge if:

- 4.4.1 any Chargor creates or attempts to create any Security (other than Permitted Security) over any of the Charged Property having an aggregate value of £200,000 (or its equivalent in any other currency or currencies) and is not discharged within 14 days;
- 4.4.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or
- 4.4.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of any Chargor or an administrator is appointed in respect of any Chargor save for:
 - (a) any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement; or
 - (b) any step or procedure contemplated by paragraph (b) of the definition of Permitted Transaction in the Facilities Agreement.

Moratorium

- 4.5 Unless Article A52(4) of the Insolvency Act 1986 allows, the floating charge created by this Deed may not be converted into a fixed charge solely by reason of:
- (a) the obtaining of a moratorium; or
 - (b) anything done with a view to obtaining a moratorium (including any preliminary decision or investigation),
- under Part A1 of the Insolvency Act 1986

Re-conversion

- 4.6 Any charge which has crystallised under Clauses 4.3 (*Conversion by Notice*) and 4.4 (*Automatic Conversion*) above may by notice in writing given at any time by the Lender be reconverted into a floating charge in relation to the assets specified in such notice.

5. RANKING

- 5.1 The security created pursuant to this Deed is created in the event that, and to address the situation where, the security created by the Security Agreement does not secure all of the Secured Liabilities, and is created in addition to and does not affect the security created by the Security Agreement.
- 5.2 Where this Deed purports to create Security, that Security will rank immediately after the equivalent Security created by the Security Agreement until the Security created by the Security Agreement is no longer in effect.

6. INCORPORATION

The provisions of Clause 5 (*Perfection of Security*) to Clause 21 (*Enforcement*) (inclusive) of the Security Agreement, other than Clause 5.1 (*Registration at HM Land Registry*) to Clause 5.5 (*Acquisition of New Land*) (inclusive), Clause 7.2 (*Negative Pledge*), Clause 7.3 (*Restriction on Disposals*) and Clause 20 (*Governing Law*) of the Security Agreement, are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

7. UNDERTAKINGS

General

- 7.1 The undertakings in this Clause 7 remain in force from the date of this Deed for so long as any amount is outstanding under this Deed.

Negative Pledge

- 7.2 No Chargor shall create or extend or permit to arise or subsist any Security over the whole or any part of the Charged Property, other than pursuant to this Deed and/or as permitted under the Facilities Agreement and the Security Agreement.
- 7.3 Without prejudice to Clause 7.2, any Security created in the future by any Chargor (otherwise than in favour of the Lender) shall be expressed to be subject to this Deed and the Security created under this Deed and any asset the subject of such Security shall be expressed to be Charged Property.

Restriction on Disposals

- 7.4 No Chargor shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than any disposal in the ordinary course of trading (as conducted by that Chargor at the date of this Deed) of any Charged Property which is subject only to the floating charge created by Clause 4.1 (*Creation of Floating Charge*) or as expressly permitted under the Facilities Agreement.

Registration at HM Land Registry

- 7.5 For the purposes of panel 8 of each Form RX1 that may be required to be completed by the Lender in relation to any Mortgaged Property registered or required to be registered at HM Land Registry, each Chargor hereby consents to an application being made by the Lender to the Chief Land Registrar to enter the following restriction in Form P against that Chargor's title to such Mortgaged 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 The Governor and Company of The Bank of Ireland referred to in the charges register".

- 7.6 If the title to any Mortgaged Property of any Chargor is not registered at HM Land Registry, that Chargor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of that Mortgaged Property without the prior consent in writing of the Lender.
- 7.7 Whether or not the title to any of the Mortgaged Property is registered at HM Land Registry, in the event that any caution against first registration or any notice (whether agreed or unilateral) is registered against any Chargor's title to any Mortgaged Property, that Chargor shall immediately provide the Lender with full particulars of the circumstances relating to such registration or notice and, if such caution or notice shall have been registered in order to protect a purported interest the creation of which is not permitted under this Deed, that Chargor shall immediately and at its own expense take such steps as the Lender may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

Further Advances

- 7.8 Subject to the provisions of the Facilities Agreement, the Lender covenants with each Chargor that it shall perform its obligations to make advances under any agreement to which it and the Borrower is party (including any obligation to make available further advances).

Acquisition of New Land

- 7.9 In relation to any freehold or leasehold property which is acquired by or on behalf of any Chargor after the date of this Deed:
- 7.9.1 if the title to any such property is registered at HM Land Registry, that Chargor shall immediately apply to be registered as the proprietor of the registered estate acquired (or procure that such application is made on its behalf) and (for the purposes of panel 11 of Form AN1) hereby consents to an application being made by the Lender to the Chief Land Registrar for the registration of an agreed notice in Form AN1 to protect this Deed against that Chargor's title to that property; and
- 7.9.2 if the title to any such property is required to be registered at HM Land Registry under the provisions of the Land Registration Act 2002, that Chargor shall immediately apply

for first registration of the estate acquired in Form FR1 (or procure that such application is made on its behalf) and shall disclose or procure that the existence of this Deed is disclosed to HM Land Registry either in the Form DL accompanying such application or in panel 12 of Form FR1,

and, in each such case, the relevant Chargor shall, promptly after registration of it as the proprietor of the relevant registered estate, provide the Lender with an official copy of the register recording the same.

8. MISCELLANEOUS

8.1 The Security Agreement remains in full force and effect.





8.2 It is intended that this document shall take effect as and be a deed of each of the Chargors notwithstanding the fact that the Lender may only execute this document under hand.

9. GOVERNING 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 entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1
THE CHARGORS

Name	Company Number	Registered Office	Address for Notices	Email	FAO:
Warwick Holdco Limited	07706694	9 Appold Street, London, England, EC2A 2AP	9 Appold Street, London, England, EC2A 2AP		Stephen Flavell and Thomas Hughes, Directors
Warwick Debtco Limited	07707146	9 Appold Street, London, England, EC2A 2AP	9 Appold Street, London, England, EC2A 2AP		Stephen Flavell and Thomas Hughes, Directors
Warwick Bidco Limited	07706755	9 Appold Street, London, England, EC2A 2AP	9 Appold Street, London, England, EC2A 2AP		Stephen Flavell and Thomas Hughes, Directors
MeetingZone Limited	04300344	9 Appold Street, London, England, EC2A 2AP	9 Appold Street, London, England, EC2A 2AP		Stephen Flavell and Thomas Hughes, Directors

SCHEDULE 2
REAL PROPERTY

Part 1
Registered Land

(Freehold or leasehold property (if any) in England and Wales of which the relevant Chargor is registered as the proprietor at the Land Registry)

[None at the date of this Deed.]

Part 2
Unregistered Land

(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the Land Registry of which the relevant Chargor is the owner)

[None at the date of this Deed.]

**SCHEDULE 3
INSURANCES**

Name of insured parties	Insurer	Type of policy	Policy number	Contact Details
LoopUp Group plc and subsidiaries	The Hanover Insurance Group	Commercial General Liability	[REDACTED]	Wendy McDaniel-Delgado, CIC, CISR Commercial Lines Account Manager Hub International Insurance Services Office: [REDACTED] [REDACTED]
LoopUp Group plc and subsidiaries	The Hanover Insurance Group	Commercial Umbrella Liability	[REDACTED]	Wendy McDaniel-Delgado, CIC, CISR Commercial Lines Account Manager Hub International Insurance Services Office: [REDACTED] [REDACTED]
LoopUp Group plc and subsidiaries	CNA Insurance Co.	Professional Liability	[REDACTED]	Wendy McDaniel-Delgado, CIC, CISR Commercial Lines Account Manager Hub International Insurance Services Office: [REDACTED] [REDACTED]
LoopUp Group plc and subsidiaries	Aviva	Public Liability	[REDACTED]	Wendy McDaniel-Delgado, CIC, CISR Commercial Lines Account Manager Hub International Insurance Services Office: [REDACTED] [REDACTED]

SCHEDULE 4
INTELLECTUAL PROPERTY

Name of Chargor	Nature of Intellectual Property (patent, trademark)	Further details of the Intellectual Property (relevant registry, registration number or reference etc)	
LoopUp Limited	Trademark	EU	11030277
LoopUp Limited	Trademark	UK	UK0091130277
LoopUp Limited	Trademark	Hong Kong	302311992
LoopUp Limited	Trademark	Madrid Protocol	1140787
LoopUp Limited	Trademark	China	1140787
LoopUp Limited	Trademark	US	4565878
LoopUp Limited	Trademark	EU	15826944
LoopUp Limited	Trademark	UK	UK009158264944
LoopUp Limited	Trademark	Hong Kong	303908016
LoopUp Limited	Trademark	Madrid Protocol	1329893
LoopUp Limited	Trademark	Australia	1829222
LoopUp Limited	Trademark	China	1329893
LoopUp Limited	Trademark	US	5366813
LoopUp Limited	Trademark	China	11340965
LoopUp Limited	Trademark	Hong Kong	302312018
LoopUp Limited	Trademark	China	11340964
LoopUp Limited	Patent	UK	07732821.9 Call management over reduced bandwidth
LoopUp Limited	Patent	US	11/798526 Call management over reduced bandwidth
LoopUp Limited	Patent	UK	05734565.4 Call management service
LoopUp Limited	Patent	US	13/215863 Call management service

SCHEDULE 5
SECURITIES

Shares

Name of Chargor	Details of company in which shares are held	Number of shares	Description of shares (class, par value etc)
Warwick Holdco Limited	Warwick Debtco Limited	8,729,045	Ordinary shares of £1.00 each
Warwick Debtco Limited	Warwick Bidco Limited	8,729,045	Ordinary shares of £1.00 each
Warwick Bidco Limited	MeetingZone Limited	2,877,881	Ordinary shares of £0.50 each

SCHEDULE 6
SPECIFIED CONTRACTS

[None at the date of this Deed.]

SCHEDULE 7
BANK ACCOUNTS

Part 1

Bank accounts held with the Lender

[None at the date of this Deed.]

Part 2

Bank accounts not held with the Lender

Name of Chargor	Account bank	Account number	Sort code	Currency
MeetingZone Limited	Lloyds TSB			GBP
MeetingZone Limited	Lloyds TSB			EUR
MeetingZone Limited	Lloyds TSB			USD
MeetingZone Limited	HSBC Bank plc			GBP

EXECUTION PAGE

THE CHARGORS

Executed as a deed by)	
WARWICK HOLDCO LIMITED)	
on being signed by:)	
Michael Hughes) DocuSigned by: [Redacted] 415F41C89952424... ..
)	Director
Steve Flavell) DocuSigned by: [Redacted] 03FA0A22F886415... ..
)	Director

Executed as a deed by)	
WARWICK DEBT CO LIMITED)	
on being signed by:)	
Michael Hughes) DocuSigned by: [Redacted] 415F41C89952424... ..
)	Director
Steve Flavell) DocuSigned by: [Redacted] 03FA0A22F886415... ..
)	Director

Executed as a deed by)
WARWICK BIDCO LIMITED)
on being signed by:)
Michael Hughes)
Steve Flavell)
)

DocuSigned by: [Redacted]
.....415F41C89952424... ..
Director
DocuSigned by: [Redacted]
.....63FA0A22F880415... ..
Director

Executed as a deed by)
MEETINGZONE LIMITED)
on being signed by:)
Michael Hughes)
Steve Flavell)
)

DocuSigned by: [Redacted]
.....415F41C89952424... ..
Director
DocuSigned by: [Redacted]
.....63FA0A22F880415... ..
Director

THE LENDER

For and on behalf of
THE GOVERNOR AND COMPANY OF
THE BANK OF IRELAND

Date: 27 June 2023




DocuSigned by:


.....1ED81C19E5DC442.....

Name: Mark Cannon

Title: Authorised Signatory

DocuSigned by:


.....FB6D4B348E194E3.....

Name: Cliona Molloy

Title: Authorised Signatory