



**Registration of a Charge**

Company name: **Evolve Telecom Limited**

Company number: **04932228**

Received for Electronic Filing: **16/08/2016**



---

**Details of Charge**

Date of creation: **11/08/2016**

Charge code: **0493 2228 0006**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **NOT APPLICABLE.**

**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:

**ADDLESHAW GODDARD LLP**





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

Company number: 4932228

Charge code: 0493 2228 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th August 2016 and created by Evolve Telecom Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th August 2016 .

Given at Companies House, Cardiff on 17th August 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**



## Security Deed of Accession

This Deed is made on

11 August

2016

### Between

- (1) **Onecom Group Limited** (registered in England with number 08119216) for itself and for the Chargors (**Borrower**);
- (2) **Evolve Telecom Limited** (registered in England with number 04932228) (**Acceding Chargor**); and
- (3) **Lloyds Bank Plc** the Lender (registered in England with number 00002065) (**Lender**).

### Whereas

- (A) This Deed is supplemental to a debenture dated 29 July 2016 between, inter alia, the Borrower, the Chargors and the Lender (**Debenture**).
- (B) The Acceding Chargor has also entered into an Accession Deed to the Facility Agreement on or about the date of this Security Deed of Accession and by doing so appoints the Borrower as its agent on the terms set out in the Accession Deed.

### It is agreed

## 1 Definitions and interpretation

### 1.1 Definitions

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed, **Subsidiary Shares** means all shares present and future held by the Acceding Chargor or its Subsidiaries including those listed in schedule 2 (Subsidiary Shares) to this Deed.

### 1.2 Interpretation

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration), 1.5 (Incorporated terms) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to **this Deed** shall be construed as references to this Security Deed of Accession.

## 2 Accession of Acceding Chargor

### 2.1 Accession

The Acceding Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it.

### 2.2 Covenant to pay



The Acceding Chargor covenants with the Lender that it will pay and discharge the Secured Obligations when they become due for payment and discharge.

### **2.3 Charging provisions**

All security created by a Chargor under clauses 2.4 to 2.7 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future of the Acceding Chargor in and to the relevant Secured Asset; and
- (d) in favour of the Lender.

### **2.4 First legal mortgages**

The Acceding Chargor charges by way of first legal mortgage the properties described in schedule 1 (Properties) to this Deed and, in each case, all Premises and Fixtures on each of the Properties.

### **2.5 Assignments**

- (a) The Acceding Chargor assigns:
  - (i) the agreements described in schedule 3 (Relevant Agreements) to this Deed; and
  - (ii) its Relevant Policies.
- (b) The Acceding Chargor shall remain liable to perform all its obligations under the Relevant Agreements, and the Relevant Policies.
- (c) Notwithstanding the other terms of this clause 2.5, prior to the occurrence of an Event of Default which is continuing, each Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreement.

### **2.6 First fixed charges**

The Acceding Chargor charges by way of first fixed charge:

- (a) all interests and estate in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 2.4, and in each case, the Premises and Fixtures on each such property;
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;



- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together the **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Subsidiary Shares together with all Related Rights;
- (f) the Investments together with all Related Rights;
- (g) all book and other debts due to the Acceding Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- (h) all monies from time to time standing to the credit of each Blocked Account;
- (i) all monies from time to time standing to the credit of each account held by the Acceding Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**);
- (j) all its Intellectual Property;
- (k) all its goodwill and uncalled capital;
- (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them;
- (m) to the extent that any assignment in clause 2.5 is ineffective as an assignment, the assets referred to in that clause.

## 2.7 **Floating charge**

The Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 2.4, 2.5 or 2.6.

## 2.8 **Qualifying floating charge**

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

## 3 **Consent of existing charging companies**

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.



**4 Security power of attorney**

The Acceding Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Acceding Chargor is obliged to take under this Deed or the Debenture. The Acceding Chargor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this clause 4.

**5 Notices**

The Acceding Chargor confirms that its address details for notices in relation to clause 23 (Notices) of the Debenture are as follows:

Address: Onecom House, 4400 Parkway, Whiteley, Fareham, Hampshire  
PO15 7FJ

Attention: Richard Schafer

**6 Counterparts**

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

**7 Governing law and jurisdiction**

Clause 33 (Governing law) of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

This Deed has been entered into as a deed on the date given at the beginning of this Deed.



**Schedule 1**

**Properties**

**Registered Land**

<b>Chargor</b>	<b>Country and district (or address or description and London borough)</b>	<b>Title number</b>
----------------	--	-------------------------

None specified as at the date of this Deed

**Unregistered Land**

None specified as at the date of this Deed



**Schedule 2**

**Subsidiary Shares**

<b>Chargor</b>	<b>Name and registered number of Subsidiary</b>	<b>Number and class of shares</b>
Evolve Telecom Limited	The Word Direct Limited (04017789)	2 ordinary shares



**Schedule 3**  
**Relevant Agreements**



Executed as a deed by  
**Onecom Group Limited**  
acting by a director in the presence of

)  
)  
) Director

Signature of witness

Name LAWRENCE FURLONG

Address Ridown Building Falmouth 2

Salent Way Whiteley PO15 7FN

Executed as a deed by  
**Evolve Telecom Limited**  
acting by a director in the presence of

) Director

Signature of witness

Name LAWRENCE FURLONG

Address Ridown Building Falmouth 2

Salent Way Whiteley PO15 7FN

**LLOYDS BANK PLC**

By:

Address:

Fax:

Attention:



Executed as a deed by )  
**Onecom Group Limited** ) .....  
acting by a director in the presence of ) Director

.....  
Signature of witness

Name .....

Address .....

.....

Executed as a deed by )  
**Evolve Telecom Limited** ) .....  
acting by a director in the presence of ) Director

.....  
Signature of witness

Name .....

Address .....

.....

**LLOYDS BANK PLC**

By:



Address: 10 GRESHAM STREET, LONDON EC2V 7AE

Fax: -

Attention: MIKE GILLESPIE