

MR01

Particulars of a charge



Companies House

000341/234

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.companieshouse.gov.uk

☒ **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 where there is no
instrument. Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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



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



A06

A2ZJM155

14/01/2014

#266

COMPANIES HOUSE

TUESDAY

1 Company details

Company number 0 5 2 0 1 8 5 2 ✓

Company name in full OCTIUM LIMITED ✓

3 For official use

→ Filling 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 ✓ 1 0 0 1 2 0 1 4 ✓

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 ✓ HIGHBRIDGE PRINCIPAL STRATEGIES, LLC ✓

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

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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	An accession deed to the security agreement dated 10 December 2013 which includes a first fixed charge over the material real property, the investments, any plant and machinery, vehicles, office equipment, computers and other chattels and all related rights, the accounts, the insurance policies and assigned agreements, any goodwill and rights to uncalled capital, the benefit of all consents and agreements in connection with the use of any assets, material intellectual property, any beneficial interest, claim or entitlement to any assets of any pension funds and monetary claims, a first floating charge over all its present and future undertaking and assets of whatever type and wherever located, and assignment by way of security over the insurance policies and assigned agreements			
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				
/ <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
6	Floating charge			
Is the instrument expressed to contain a floating charge? Please tick the appropriate box				
/ <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7				
Is the floating charge expressed to cover all the property and undertaking of the company?				
/ <input checked="" type="checkbox"/> 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				
/ <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				

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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 *Ropes & Gray International LLP* X

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

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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 ONYEMA UGORJI

Company name ROPES & GRAY LLP

Address 5 NEW STREET SQUARE

Post town LONDON

County/Region

Postcode E C 4 A 3 B F

Country UNITED KINGDOM

DX

Telephone 02031221100



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5201852

Charge code: 0520 1852 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th January 2014 and created by OCTIUM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th January 2014.

Given at Companies House, Cardiff on 16th January 2014



Companies House



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

PC

DEED OF ACCESSION

Signed: *Ropes & Gray International LLP*
Date: *13 January 2014*

THIS DEED is made on **10 JAN** 2014

BETWEEN.

- (1) Octium Limited (registered number 5201852) with its registered office at St James House, Oldbury, Bracknell, RG12 8TH (the ***Additional Chargor***);
- (2) Easynet Intermediate Holding Limited (formerly Connection Midco 2 Limited) for itself and as attorney for each of the other Chargors under and as defined in the Security Agreement referred to below (the ***Parent***); and
- (3) Highbridge Principal Strategies, LLC for itself and as agent and trustee for each of the other Secured Parties under and as defined in the Security Agreement referred to below (the ***Security Agent***)

WHEREAS.

- (A) The Additional Chargor is a wholly-owned Subsidiary of the Parent.
- (B) The Parent has entered into a security agreement dated 10 December 2013 (the ***Security Agreement***) between the Parent, the Original Chargors and the Security Agent.
- (C) The Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Security Agreement. The Additional Chargor will also, by execution of a separate instrument, become a party to the Intercreditor Agreement as an Obligor.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows

1. Interpretation

Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Finance Document.

2 Accession

With effect from the date of this Deed, the Additional Chargor

- (a) will become a party to the Security Agreement as a Chargor; and
- (b) will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor

3 Security

- (a) Paragraphs (b) to (e) inclusive below apply without prejudice to the generality of Clause 2 (***Accession***) of this Deed.

(b) The Additional Chargor charges, assigns or agrees to assign by way of security to the Security Agent all its rights, title and interest in and to the Security Assets specified in the Schedule to this Deed.

(c) All Transaction Security:

(i) is created in favour of the Security Agent for itself and on behalf of each of the other Secured Parties;

(ii) is created over the present and future assets of the Additional Chargor; and

(iii) is a continuing security for the payment, discharge and performance of all of the Secured Obligations and will extend to the ultimate balance of all sums payable under the Finance Documents regardless of any intermediate discharge in whole or in part, and

(iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 but in each case so that the covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 in relation to such charge or assignment are construed with the omission of

(A) the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994,

(B) the words "except to the extent that" and all the words thereafter in section 3(2) of the Law of Property (Miscellaneous Provisions) Act 1994;

(C) section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994, and

(D) all covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 shall be subject to any Permitted Security

(d) The Security Agent holds the benefit of this Deed for itself and on trust for each of the other Secured Parties.

(e) The fact that the details of any assets in the Schedule to this Deed are incorrect or incomplete shall not affect the validity or enforceability of this Deed or the Security Agreement in respect of the assets of the Additional Chargor

4. Miscellaneous

With effect from the date of this Deed.

(a) 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 Transaction Security created on this accession will be created on the date of this Deed);

- (b) any reference in the Security Agreement to "this Agreement" and similar phrases will include this Deed and all references in the Security Agreement to any relevant schedule to the Security Agreement (or any part of it) will include a reference to the Schedule to this Deed (or relevant part of it); and
- (c) the Parent, for itself and as agent for each of the other Chargors under the Security Agreement, agrees to all matters provided for in this Deed.

5. Governing Law

This Deed and any non-contractual obligations arising out of or in relation to this Deed shall be governed by, and interpreted in accordance with, English law

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed

**SCHEDULE
SECURITY ASSETS**

Part A: Material Real Property

Freehold/leasehold	Description	Title number
N/A	N/A	N/A

Part B: Group Shares

Group Member	Number and class of shares	Details of nominees holding legal title
Griffin Information Systems Limited	200,000 Ordinary Shares of £1.00 each	N/A
Allurian Limited	86,000,000 Ordinary Shares of £0.01 each	N/A
MDNX Corporate Services Limited	1,000 Ordinary Shares of £1.00 each	N/A

Part C: Accounts

Account Bank	Account Number	Sort Code	Description
Barclays Bank Plc	70638633	200771	Collection

Part D: Assigned Agreement

N/A


Part E: Specified Intellectual Property

N/A

SIGNATORIES TO THE DEED OF ACCESSION

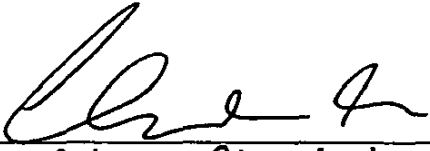
The Additional Chargor

EXECUTED as a DEED
by **Octium Limited**
acting by:

)
)
) 

Director

in the presence of.


) 
)

Name of witness: **Christopher Rusto**
Address:

TRAVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL


The Parent

EXECUTED as a DEED
by **Easynet Intermediate**
Holding Limited (formerly
Connection Midco 2 Limited)
acting by:

)
)
) 

Director

in the presence of

) 
)

Name of witness **Christopher Rusto**
Address:

TRAVERS SMITH L.
10 SNOW HILL
LONDON EC1A 2AL

The Security Agent

HIGHBRIDGE PRINCIPAL STRATEGIES, LLC



By Vikas Keswani

Address 40 West 57th Street, 33rd Floor
New York, NY 10128

Email. vikas keswani@highbridge.com

Fax +1 (646) 746-8685

Attention Vikas Keswani

TS4/21728252/03/ITB/JQW