



**Registration of a Charge**

Company name: **ARROW BUSINESS COMMUNICATIONS LIMITED**

Company number: **05643503**



X8Z3BGDF

Received for Electronic Filing: **18/02/2020**

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**Details of Charge**

Date of creation: **14/02/2020**

Charge code: **0564 3503 0024**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS SECURITY TRUSTEE**

Brief description: **NONE.**

**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:

**ASHURST LLP**



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

Company number: 5643503

Charge code: 0564 3503 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th February 2020 and created by ARROW BUSINESS COMMUNICATIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th February 2020 .

Given at Companies House, Cardiff on 19th February 2020

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 Accession Deed

THIS SECURITY ACCESSION DEED is made on 14 February 2020

## BETWEEN:

- (1) The companies listed in schedule 1 as new chargors (each a "New Chargor" and together the "New Chargors"); and
- (2) GLAS Trust Corporation Limited as security trustee for itself and the other Secured Parties (the "Security Agent").

## RECITAL:

This deed is supplemental to a debenture dated 15 January 2020 between, inter alia, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "Debenture").

## NOW THIS DEED WITNESSES as follows:

## 1. INTERPRETATION

## 1.1 Definitions

Terms defined in the Debenture have the same meaning when used in this deed.

## 1.2 Construction

Clause 1.2 (Construction) of the Debenture will be deemed to be set out in full in this deed, but as if references in that clause to the Debenture were references to this deed.

## 2. ACCESSION OF NEW CHARGOR

## 2.1 Accession

Each New 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 as a Chargor.

## 2.2 Covenant to Pay

Each New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Secured Obligations when they fall due for payment.

## 2.3 Fixed Charges

Each New Chargor, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of first legal mortgage, all Material Property (including as specified in schedule 2 (Property)); and

- (b) by way of first fixed charge:
  - (i) all other interests (not effectively charged under clause 2.3(a)) in the Property;
  - (ii) all Subsidiary Shares (including as specified in schedule 3 (Subsidiary Shares));
  - (iii) all Investments (other than the Subsidiary Shares);
  - (iv) all Equipment;
  - (v) all Book Debts;
  - (vi) all Blocked Accounts (including as specified in schedule 4 (Blocked Accounts);
  - (vii) all Material Intellectual Property (including as specified in schedule 5 (Intellectual Property));
  - (viii) its goodwill and uncalled capital;
  - (ix) to the extent not effectively assigned by clause 2.4 (Security Assignment):
    - (A) the Assigned Agreements;
    - (B) the Insurances; and
    - (C) the Hedging Agreements.

## 2.4 Security Assignment

As further security for the payment and discharge of the Secured Obligations, each New Chargor assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets, both present and future, and in each case, all Related Rights:

- (a) the Assigned Agreements (including as specified in schedule 6 (Assigned Agreements));
- (b) the Insurances (including as specified in schedule 7 (Insurance Policies)); and
- (c) the Hedging Agreements,

provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of each New Chargor re-assign the relevant rights, title and interest in the assigned assets to that New Chargor (or as it shall direct).

## 2.5 Fixed Security

Clause 2.3 (Fixed Charges) and clause 2.4 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

## 2.6 Floating Charge

As further security for the payment and discharge of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent by way of first

floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) or assigned under clause 2.4 (Security Assignment) and, in each case, all Related Rights.

3. INCORPORATION INTO DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed.

4. NOTICES

Each New Chargor confirms that its address details for notices are as follows:

Address: Orion House, 5 Upper St Martin's Lane, London, WC2H 9EA

Attention: Luke Jones

5. LAW

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law.

IN WITNESS whereof this deed has been duly executed and delivered on the date first above written.

## SCHEDULE 1

### New Chargors

Name	Place of incorporation	Registered number
Arrow Business Communications Holdings Limited	England and Wales	10233878
Arrow Business Communications Group Limited	England and Wales	10233900
Arrow Business Communications Limited	England and Wales	05643503
Between the Lines Communication Limited	England and Wales	04264142
Pulse Business Energy Limited	England and Wales	06879291

**SCHEDULE 2**

**Freehold and Leasehold Property**

**None at the date of this deed.**



### SCHEDULE 3

#### Subsidiary Shares

Chargor	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Arrow Business Communications Holdings Limited	Arrow Business Communications Group Limited	1 ordinary share of £1.00	None
Arrow Business Communications Group Limited	Arrow Business Communications Limited	908,174 ordinary shares of £0.01 each	None
Arrow Business Communications Limited	Between the Lines Communication Limited	12,500 ordinary shares of £1.00 each	None
Arrow Business Communications Limited	Pulse Business Energy Limited	100 ordinary shares of £1.00 each	None
Arrow Business Communications Limited	Arrow Business Communications Trustee Limited	1 ordinary share of £1.00	None

#### SCHEDULE 4

##### Blocked Accounts

None at the date of this deed.

##### Operating Accounts

Chargor	Bank	Account number	Account description
Arrow Business Communications Limited	Lloyds Bank plc		Trading
Arrow Business Communications Limited	Lloyds Bank plc		Collections
Arrow Business Communications Limited	Lloyds Bank plc		Acq 2
Pulse Business Energy Limited	Lloyds Bank plc		Pulse
Between The Lines Communication Limited	Lloyds Bank plc		BTL Current Account
Between The Lines Communication Limited	Santander UK plc		BTL Current Account
Between The Lines Communication Limited	Santander UK plc		BTL Business Reserve

**SCHEDULE 5**

**Intellectual Property**

**None at the date of this deed.**

**SCHEDULE 6**

**Assigned Agreements**

None at the date of this deed.

# SCHEDULE 7

## Insurance Policies

Insurer	Insured	Policy	Policy number
C N A Insurance Company Limited	Arrow Business Communications Holdings Limited Arrow Business Communications Group Limited Arrow Business Communications Limited Between the Lines Communication Limited Pulse Business Energy Limited	Technology Combined	10377719
Chubb European Group	Arrow Business Communications Holdings Limited Arrow Business Communications Group Limited Arrow Business Communications Limited Between the Lines Communication Limited Pulse Business Energy Limited	Management Liability	QUKDAO135072
Chubb European Group	Arrow Business Communications Holdings Limited Arrow Business Communications Group Limited Arrow Business Communications Limited Between the Lines Communication Limited Pulse Business Energy Limited	Directors & Officers – 6 year Run off Policy	UKDAO055334

**SIGNATORIES TO DEED OF ACCESSION**

**New Chargors**

Executed as a deed by )  
**ARROW BUSINESS COMMUNICATIONS** )  
**HOLDINGS LIMITED:** )  
 )

Name of director

PAUL GIBBONS

Signature of director

Name of witness

SAMANTHA MURRAY

Signature of witness

Address of witness

Occupation of witness

Executed as a deed by )  
**ARROW BUSINESS COMMUNICATIONS** )  
**GROUP LIMITED:** )  
 )

Name of director

PAUL GIBBONS

Signature of director

Name of witness

SAMANTHA MURRAY

Signature of witness

Address of witness

Occupation of witness

Executed as a deed by )  
ARROW BUSINESS COMMUNICATIONS )  
LIMITED: )  
)

Name of director ..... PAUL GIBBONS .....  
Signature of director .....  
Name of witness ..... SAMANTHA MURRAY .....  
Signature of witness .....  
Address of witness .....

Occupation of witness ..

Executed as a deed by )  
BETWEEN THE LINES )  
COMMUNICATION LIMITED: )  
)

Name of director ..... PAUL GIBBONS .....  
Signature of director .....  
Name of witness ..... SAMANTHA MURRAY .....  
Signature of witness .....  
Address of witness .....

Occupation of witness ..

Executed as a deed by )  
PULSE BUSINESS ENERGY LIMITED: )  
)  
)

Name of director

PAUL GIBBONS

Signature of director

Name of witness

SAMANTHA MURRAY

Signature of witness

Address of witness

Occupation of witness

**The Security Agent**

Signed for and on behalf of GLAS TRUST )  
CORPORATION LIMITED: )  
)  
)

Name: