

MR01

Particulars of a charge

533301 113

laserform

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 MR02

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 the form is 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
scanned and placed on the public record **Do not send the original**



A04 *A57XDH01* #13
28/05/2016
COMPANIES HOUSE

SATURDAY

1 Company details

Company number 0 7 2 5 8 4 5 9

Company name in full GLIDE 2 LIMITED /

For official use
2
→ **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 d 2 d 0 m 0 m 5 y 2 y 0 y 1 y 6

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 INFLEXION PRIVATE EQUITY PARTNERS LLP /

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

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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 *Manufactures UK* X

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

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Gabriella McCoy

Company name Macfarlanes LLP

Address 20 Cursitor Street

Post town

County/Region London

Postcode E C 4 A 1 L T

Country UK

DX DX No 138 Chancery Lane

Telephone +44 (0)20 7831 9222



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: 7258459

Charge code: 0725 8459 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th May 2016 and created by GLIDE 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th May 2016

DX

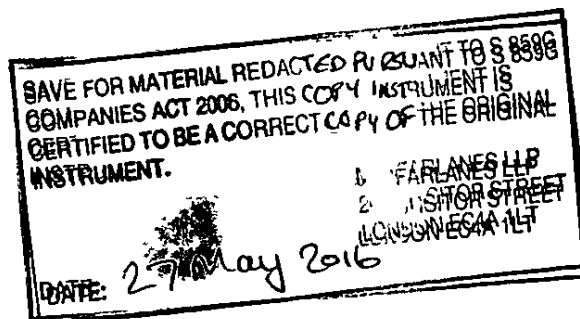
Given at Companies House, Cardiff on 7th June 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Security Deed of Accession

This Deed is made on 20 May 2016

Between

- (1) **CABLECOM BIDCO LIMITED** (registered in England with number 8731763 for itself and for the Chargors (Parent),
- (2) **THE ACCEDING CHARGORS** Listed in Schedule 1 (Acceding Chargors), and
- (3) **INFLEXION PRIVATE EQUITY PARTNERS LLP** as Security Agent for the Secured Parties (Security Agent)

Whereas

- (A) This Deed is supplemental to a debenture dated 7 August 2014 between, inter alia, the Parent, the Chargors and the Security Agent (as amended by a deed of variation dated on or about the date of this Deed) (Debenture)
- (B) The Acceding Chargors have also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Deed of Accession and by doing so appoints the Parent as its agent on the terms set out in the Accession Deed

It is agreed

1 Definitions and Interpretation

1.1 Definitions

- 1.1.1 Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed
- 1.1.2 In this Deed, **Subsidiary Shares** means all shares present and future held by the Acceding Chargor or its Subsidiaries including those listed in schedule 3 (Subsidiary Shares) to this Deed

1.2 Interpretation

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration), 1.5 (Incorporated terms) and 1.6 (Intercreditor deed) 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 Chargors agree to be Chargors 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

Each Acceding Chargor covenants with the Security Agent as Security Agent for the Secured Parties that it will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents

2.3 Charging provisions

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

- 2.3.1 a continuing security for the payment and discharge of the Secured Obligations,
- 2.3.2 granted with full title guarantee,
- 2.3.3 granted in respect of all the right, title and interest (if any), present and future of the Acceding Chargors in and to the relevant Charged Property, and
- 2.3.4 in favour of the Security Agent as Security Agent for the Secured Parties

2.4 First legal mortgages

The Acceding Chargors charge by way of first legal mortgage the properties described in schedule 2 (*Properties*) to this Deed and, in each case, all Premises and Fixtures on each of the Properties

2.5 Assignments

- 2.5.1 The Acceding Chargors assign
 - 2.5.1.1 the Key-man policies described in schedule 3 (*Key-man Policies*) to this Deed,
 - 2.5.1.2 the agreements described in schedule 4 (*Relevant Agreements*) to this Deed, and
 - 2.5.1.3 its Relevant Policies
- 2.5.2 The Acceding Chargor shall remain liable to perform all its obligations under the Key-man Policies, the Relevant Agreements, and the Relevant Policies
- 2.5.3 Notwithstanding the other terms of this clause 2.5, prior to the occurrence of a Declared 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 Chargors charge by way of first fixed charge

- 2.6.1 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,
- 2.6.2 the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,

- 2 6 3 the benefit of all other agreements, instruments and rights relating to its Secured Property,
- 2 6 4 all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,
- 2 6 5 the Subsidiary Shares together with all Related Rights,
- 2 6 6 the Investments together with all Related Rights,
- 2 6 7 all book and other debts due to the Acceding Chargors 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),
- 2.6 8 all monies from time to time standing to the credit of each Blocked Account,
- 2 6 9 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**),
- 2 6.10 all its Intellectual Property,
- 2 6 11 all its goodwill and uncalled capital,
- 2 6 12 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,
- 2 6 13 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 Chargors charge 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

Each Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Acceding Chargors is obliged to take under this Deed or the Debenture

Each 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 25 (Notices) of the Debenture are as follows

Glide 2 Limited

Address Windmill Business Park, Kenn, North Somerset BS21 6SR
Facsimile +44 (0) 1275 793 407
Attention Tim Pilcher

Glide Utilities Limited

Address Windmill Business Park, Kenn, North Somerset BS21 6SR
Facsimile +44 (0) 1275 793 407
Attention Tim Pilcher

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 25 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
ACCEDING CHARGORS**

- 1 Glide 2 Limited (company number 07258459)
- 2 Glide Utilities Limited (company number 06194523)

**SCHEDULE 2
PROPERTIES**

None at the date of this Deed

**SCHEDULE 3
SUBSIDIARY SHARES**

Chargor	Name and registered number of Subsidiary	Number and class of shares
Glide 2 Limited	Glide Utilities Limited (06194523)	660 A ordinary shares 540 B ordinary shares
Glide 2 Limited	Glide Gas Limited (08366369)	1 ordinary share
Glide 2 Limited	G2 Voice Limited (08029391)	1 ordinary share
Glide Utilities Limited	Glide 3 Limited (07258459)	100 ordinary shares

**SCHEDULE 4
KEY-MAN POLICIES**

None at the date of this Deed

SCHEDULE 5
RELEVANT AGREEMENTS

None at the date of this Deed

PARENT

EXECUTED as a DEED by
CABLECOM BIDCO LIMITED
acting by a director

)
)
)



Director

in the presence of,



Witness signature

Name

DAMOCLES MERRY
OSBORNE CLARKE *LLP*
2 TEMPLE BACK EAST
BRISTOL BS1 6EG
SOLICITOR

Address

ACCEEDING CHARGORS

EXECUTED as a DEED by
GLIDE 2 LIMITED
acting by a director

)
)
)



Director

in the presence of



Witness signature

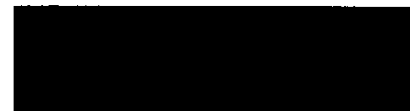
Name

DAMOCLES MERRY
OSBORNE CLARKE *LLP*
2 TEMPLE BACK EAST
BRISTOL BS1 6EG
SOLICITOR

Address

EXECUTED as a DEED by
GLIDE UTILITIES LIMITED
acting by a director

)
)
)



Director

in the presence of



Witness signature

Name

DAMOCLES MERRY
OSBORNE CLARKE *LLP*
2 TEMPLE BACK EAST
BRISTOL BS1 6EG
SOLICITOR

Address

SECURITY AGENT

SIGNED as a deed by Gareth
Healy as attorney on behalf of
INFLEXION PRIVATE EQUITY
PARTNERS LLP
under a power of attorney dated
18 May 2016

)
)
)
)
)
)



in the presence of



Witness signature

Name *Eva Theodosiou*

Address *170 Parsonage Lane*
Enfield EN2 0AA