

MG01

Particulars of a mortgage or charge

840788/13



A fee is payable with this form

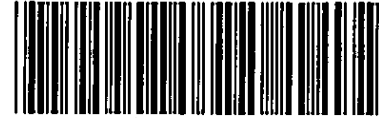
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

COMPANIES HOUSE

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to register
particulars of a charge on
company property. To do this, please
use form MG01s

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1 Company details

Company number 0 7 8 8 6 9 4 5

Company name in full Human Cloud Limited (the "Company")

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 Date of creation of charge

Date of creation d1 d5 m0 m3 y2 y0 y1 y3

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Debenture (the "Debenture")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All monies (in whatever currency), obligations and
liabilities, which are from time to time due, owing or
incurred by the Company to CNA ES Limited ("CNAES"),
whether actually or contingently, solely or jointly and
whether as principal or surety, including interest (as
well after as before judgment), commission and other
fees and charges at the rates and on the terms agreed
between the Company and CNAES from time to time.

Expenses and all amounts owing in respect of Indemnified
Events, and

in each case, interest at the rate agreed between the
Company and CNAES (or if no such rate has been agreed,
at a rate 2 per cent per annum above the base lending
rate of the Bank from time to time in force) from the
date the same are incurred to the date of payment in
full compounded monthly

Continuation page
Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name CNA ES Limited

Address Meriden Hall, Main Road, Meriden, Coventry

West Midlands

Postcode C V 7 7 P T

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

- 1 By way of legal mortgage, the property (if any) described in the schedule to the Debenture
- 2 By way of fixed charge, any freehold or leasehold property (excluding any property charged by paragraph 1 above) now and in the future owned by the Company or in which the Company may have an interest
- 3 By way of fixed charge, all buildings, fixtures and fittings (including trade fixtures and fittings) from time to time in, on or attached to any of the Company's freehold or leasehold property
- 4 By way of fixed charge, any other plant, machinery, vehicles, computer equipment, furniture, tools and other equipment not disposed of in the ordinary course of the Company's business and all spare parts, replacements, modifications and additions for or to such Equipment and the benefit of all manuals, instructions, warranties and maintenance agreements relating to such Equipment
- 5 By way of fixed charge, all Book Debts
- 6 By way of fixed charge, all Book Debts required by CNAES to be paid into a Nominated Account and all cash in respect of such Book Debts
- 7 By way of fixed charge, any credit balance on any Nominated Account
- 8 By way of fixed charge, all the Company's goodwill and uncalled capital present and future
- 9 By way of fixed charge, all the Company's Intellectual Property from time to time not disposed of in the ordinary course of the Company's business
- 10 By way of fixed charge, all Securities from time to time owned by the Company or in which it has an interest
- 11 By way of fixed charge, all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any subsidiary of the Company or a member of the Company's group
- 12 By way of fixed charge, all the Company's rights and claims (including to the return of premiums) under all insurance policies in which the Company has an interest from time to time
- 13 By way of floating charge, all the Company's property, assets and rights from time to time not subject to a fixed charge under the Debenture (including any property or assets situated in Scotland)

(the "Charged Assets")

(Please see continuation sheet)

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>Negative Pledge</p> <p>The Company agrees with CNAES that it will not, without CNAES's prior written consent</p> <p>(1) create or permit to subsist, in favour of any person other than CNAES, any Security Interest on the Charged Assets, except for any Permitted Security Interest,</p> <p>(11) Dispose or agree to Dispose of any Charged Assets charged by way of fixed charge,</p> <p>(111) Dispose of any Charged Assets charged by way of floating charge other than for market value in the ordinary and normal course of business</p> <p>Definitions</p> <p>"Book Debts" means all book debts, revenues and claims whether actually or contingently owing to the Company both present and future and including all choses in action which may give rise to a debt, revenue or claim and any security held by the Company for such debt, revenue or claim and any other rights relating thereto, such as reservation of title or an unpaid vendor's lien,</p> <p>"Charged Assets" means the subject matter of the mortgages and charges created by the Debenture and set out at Clause 3 of the Debenture (as referred to in paragraphs 1 to 13 above),</p> <p>"Company's Intellectual Property" means all patents (including applications, improvements, extensions and rights to apply for any patents), design rights, trade marks and service marks (whether registered or unregistered) and applications for the same, copyright, trade, brand, domain and business names, know how, confidential information, trade secrets, databases and computer software programs and systems and all other intellectual or intangible property (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world,</p> <p>"Dispose" includes sale, transfer, lease, licence, parting with possession or granting any interest in,</p> <p>"Equipment" means any plant, machinery and/or other equipment charged to CNAES by the Debenture,</p> <p>"Nominated Account" means any account opened pursuant to Clause 5 1 37 of the Debenture,</p> <p>"Permitted Security Interest" means any lien arising by operation of law in the ordinary course of trading over property other than land,</p> <p>"Securities" means all stock, shares, bonds and securities (including warrants and options to acquire or subscribe for any of the same) whether marketable or not, held by the Company now or at any time in the future and all rights and benefits at any time accruing, offered or arising in respect of the same and all money or property accruing or offered at any time by way of dividend, distribution, conversion, redemption, bonus, preference, option, interest or otherwise in respect of them, and</p> <p>"Security Interest" means any mortgage, charge, pledge, trust, assignment by way of security, hypothecation, lien, or any other arrangement for the purpose of or having a similar effect to creating security or any title retention rights or any set off rights created by agreement</p>	

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X Godelay LLP

X

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

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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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Sarah Carlton

Company name Gateley LLP

Address One Eleven

Edmund Street

Post town Birmingham

County/Region

Postcode B 3 2 H J

Country

DX 13033 Birmingham 1

Telephone 0121 234 0284



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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.

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



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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 7886945
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 15 MARCH
2013 AND CREATED BY HUMAN CLOUD LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO CNA ES LIMITED ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 23 MARCH 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 MARCH 2013



Companies House



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