

# MR01

## Particulars of a charge

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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](http://www.companieshouse.gov.uk)

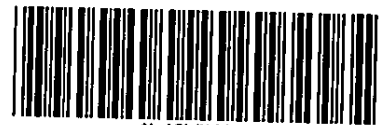
**What this form is for**  
You may use this form to register a charge created or evidenced by an instrument

**What this form is NOT for**  
You may not use this form to register a charge where there is no instrument. Use form MR09

For further information, please refer to our guidance at [www.companieshouse.gov.uk](http://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

THURSDAY



LD2 07/05/2015 #62  
COMPANIES HOUSE

You **must** enclose a certified copy of the instrument with this form. It must be scanned and placed on the public record. **Do not send the original.**

<b>1</b>	<b>Company details</b>	15 <span style="font-size: small;">For official use</span>
Company number	0 1 1 3 1 3 5 8 ✓	<p>→ <b>Filing in this form</b> Please complete in typescript or in bold black capitals</p> <p>All fields are mandatory unless specified or indicated by *</p>
Company name in full	J M COMPUTING LIMITED ✓	

<b>2</b>	<b>Charge creation date</b>
Charge creation date	d 0 1 m 0 5 y 2 0 y 1 5 ✓

<b>3</b>	<b>Names of persons, security agents or trustees entitled to the charge</b>
Please show the names of each of the persons, security agents or trustees entitled to the charge	
Name	FIVE ARROWS MANAGERS S.A. ✓
Name	
Name	
Name	
<p>If there are more than four names, please supply any four of these names then tick the statement below</p> <p><input type="checkbox"/> I confirm that there are more than four persons, security agents or trustees entitled to the charge</p>	

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

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"

Brief description

Lease of premises at Riverside House, Riverside, Agecroft Road, Pendlebury, Swinton, Manchester M27 8SJ (the Lease) ✓  
Lease of land and buildings to the North and west of Riverside House (the Second Lease) ✓  
For further 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 *Mayadanes LLP* 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 Sophie Treanor

Company name Macfarlanes LLP

Address 20 Cursitor Street

Post town

County/Region London

Postcode EC4A 1LT

Country UK

DX DX No 138 Chancery Lane

Telephone +44 (0)20 7791 4124



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

DX



**FILE COPY**

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

Company number: 1131358

Charge code: 0113 1358 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st May 2015 and created by J M COMPUTING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th May 2015

Given at Companies House, Cardiff on 14th May 2015



**Companies House**



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

EXECUTION VERSION

Date 1 May 2015

THE COMPANIES Identified in Schedule 1  
as Additional Chargors

Five Arrows Managers S A  
as Security Agent

SAVE FOR MATERIAL REDACTED PURSUANT TO S 85,  
COMPANIES ACT 2006, THIS COPY INSTRUMENT IS  
CERTIFIED TO BE A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT

*Macfarlanes LLP*      MACFARLANES LLP  
20 CURSITOR STREET  
LONDON EC4A 1LT

DATE: 6 MAY 2015

DEED OF ACCESSION TO SECURITY AGREEMENT

**DATE** 1 May 2015

**PARTIES**

- 1 **THE COMPANIES** identified in Schedule 1 (*Additional Chargors*) (the "**Additional Chargors**"), and
- 2 **Five Arrows Managers S.A.** acting through its office at 1 place d'Armes, L-1136 Luxembourg, Grand-Duchy of Luxembourg as agent and trustee for the Secured Parties (the "**Security Agent**")

**BACKGROUND**

- A The Additional Chargors are Subsidiaries of IT Lab Enterprises Limited (the "**Parent**")
- B The Parent has entered into a security agreement dated on or around the date of this deed (the "**Security Agreement**") between the Chargors under and as defined in the Security Agreement and the Security Agent
- C The Additional Chargors have each agreed to enter into this deed and to become an Additional Chargor under the Security Agreement
- D The Security Agent and each Additional Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand
- E The Security Agent holds the benefit of this deed on trust for the Secured Parties on the terms of the Finance Documents

**IT IS AGREED** as follows

1 **Definitions and 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 and covenant to pay**

2.1 With effect from the date of this deed each Additional Chargor

2.1.1 will become a party to the Security Agreement as a Chargor, and

2.1.2 will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor

2.2 Each Additional Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Secured Parties in relation to any such Secured Liabilities

2.3 Neither the covenant to pay in clause 2.2 above nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law

**3 Grant of security**

**3 1 Fixed security**

As a continuing security for the payment or discharge of the Secured Liabilities, each Additional Chargor with full title guarantee hereby

3 1 1 grants to the Security Agent (as trustee for the Secured Parties), a charge by way of legal mortgage over all its Properties which are listed in schedule 2 (*Properties currently owned*) to this deed,

3 1 2 charges to the Security Agent (as trustee for the Secured Parties), by way of first fixed charge, all its

3 1 2 1 Properties acquired by it after the date of this deed,

3 1 2 2 Property Interests,

3 1 2 3 Equipment,

3 1 2 4 Securities,

3 1 2 5 Intellectual Property,

3 1 2 6 Debts,

3 1 2 7 Accounts,

3 1 2 8 Pension Fund Interests,

3 1 2 9 Goodwill and Uncalled Capital, and

3 1 2 10 right, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clauses 3 1 1 - 3 1 4 inclusive,

3 1 3 assigns to the Security Agent (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies, and

3 1 4 assigns to the Security Agent (as trustee for the Secured Parties), absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements

**3 2 Floating Security**

As a continuing security for the payment or discharge of the Secured Liabilities, each Additional Chargor with full title guarantee hereby charges to the Security Agent (as trustee for the Secured Parties), by way of first floating charge, all of its undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to clauses 3 1 1 - 3 1 4 inclusive above

**3 3 Leasehold Security restrictions**

3 3 1 There shall be excluded from the Security created by this deed and by the Security Agreement and from the operation of clause 4 1 (*Restrictions on dealing*) of the Security Agreement, any Excluded Property until the relevant Condition or waiver has been excluded or obtained

- 3 3 2 For each Excluded Property, each Additional Chargor undertakes to
- 3 3 2 1 apply for the relevant consent or waiver of prohibition or conditions within five Business Days of the date of this deed and, to use its reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible,
- 3 3 2 2 upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver, and
- 3 3 2 3 forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy
- 3 3 3 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent (as trustee for the Secured Parties) under clause 3 1 1, clause 3 1 2 1 or clause 3 1 2 2 (*Fixed Security*) of the Security Agreement as the case may be. If required by the Security Agent at any time following receipt of that waiver or consent, each Additional Chargor will execute a valid fixed charge in such form as the Security Agent shall require

#### 4 Land Registry restriction

In respect of any Property registered at the Land Registry, each Additional Chargor hereby consents to the entry of the following restriction on the register of its title to such Property

*"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of [●] referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer"*

#### 5 Miscellaneous

With effect from the date of this deed

- 5 1 the Security Agreement will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this deed),
- 5 2 any reference in the Security Agreement to this deed and similar phrases will include this deed and all references in the Security Agreement to schedule 2 (*Properties currently owned*) (or any part of it) will include a reference to schedule 2 (*Properties currently owned*) to this deed (or relevant part of it),
- 5 3 any reference in the Security Agreement to this deed and similar phrases will include this deed and all references in the Security Agreement to schedule 3 (*Accounts*) (or any part of it) will include a reference to schedule 3 (*Accounts*) to this deed (or relevant part of it), and
- 5 4 any reference in the Security Agreement to this deed and similar phrases will include this deed and all references in the Security Agreement to schedule 4 (*Intellectual Property*) (or any part of it) will include a reference to schedule 4 (*Intellectual Property*) to this deed (or relevant part of it)

#### 6 Governing law

This deed and any non-contractual obligations arising out of or in connection with it are governed by English law



7 **Counterparts**

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument

**In Witness** whereof this deed has been duly executed on the date first above written

**SCHEDULE 1**  
**Additional Chargers**

<b>Additional Chargor</b>	<b>Company Number</b>	<b>Registered Address</b>
JMC IT Group Limited	04667713	BIG Studios, 1 East Poultry Avenue, London EC1 9PT
JMC IT Holdings Limited	02170956	BIG Studios, 1 East Poultry Avenue, London EC1 9PT
JMC Group Limited	03260282	BIG Studios, 1 East Poultry Avenue, London EC1 9PT
J M Computing Limited	01131358	BIG Studios, 1 East Poultry Avenue, London EC1 9PT

**SCHEDULE 2**

**Properties currently owned**

**Part A Registered Land**

<b>Additional Chargor</b>	<b>Registered Land</b>
<b>J M Computing Limited</b>	Lease of premises at Riverside House, Riverside, Agecroft Road, Pendlebury, Swinton, Manchester M27 8SJ which was entered into by (1) Christopher Charles Rustage and (2) JM Computing Limited on 12 August 2014 (the Lease)
<b>J M Computing Limited</b>	Lease of land and buildings to the North and West of Riverside House was entered into on 12 August 2014 between (1) Christopher Charles Rustage and (2) JM Computing Limited (the Second Lease)

**Part B Unregistered Land**

<b>Additional Chargor</b>	<b>Unregistered Land</b>

**SCHEDULE 3**

**Accounts**

**Part 1**

**Designated Accounts**


<b>Chargor</b>	<b>Account type</b>	<b>Account name</b>	<b>Account number</b>	<b>Sort code</b>

**Part 2**

**Trading Accounts**

<b>Chargor</b>	<b>Bank</b>	<b>Account name</b>	<b>Account number</b>	<b>Sort code</b>
J M Computing Limited				
JMC IT Group Ltd				

**SCHEDULE 4**  
**Intellectual Property**

<b>Jurisdiction</b>	<b>Trademark Number</b>	<b>Mark</b>	<b>Registration date</b>	<b>Classes</b>	<b>Proprietor</b>
UK	2494542		05/08/2008	09, 35, 37, 41, 42	JMC IT Group Limited
UK	2494493	JMC	05/08/2008	09, 35, 37, 41, 42	JMC IT Group Limited

SIGNATORIES (TO DEED OF ACCESSION)

The Additional Chargers

JMC. IT Group Limited  
EXECUTED as a DEED and  
DELIVERED by  
JMC IT GROUP LIMITED  
acting by Sebastian Gray

)  
)  
)  
)



Director

in the presence of:



Signature

Name ROBERT MILLER

Address SOA BRYANTWOOD RD NT 7BE

Occupation ACCOUNTANT

JMC.IT Holdings Limited  
EXECUTED as a DEED and  
DELIVERED by  
JMC.IT HOLDINGS LIMITED  
acting by Sebastian Gray

)  
)  
)



Director

in the presence of:



Signature

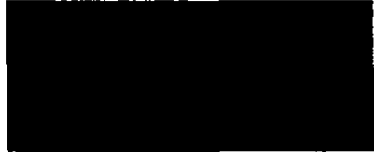
Name ROBERT MILLER

Address SOA BRYANTWOOD RD NT 7BE

Occupation ACCOUNTANT

JMC Group Limited  
EXECUTED as a DEED and  
DELIVERED by  
JMC GROUP LIMITED  
acting by Sebastian Gray

)  
)  
)  
)



Director

in the presence of



Signature

Name ROBERT MILLER

Address SOA BRYANTWOOD RD NT TBE

Occupation ACCOUNTANT

J.M Computing Limited  
EXECUTED as a DEED and  
DELIVERED by  
J M COMPUTING LIMITED  
acting by Sebastian Gray

)  
)  
)  
)



Director

in the presence of



Signature.

Name ROBERT MILLER

Address SOA BRYANTWOOD RD NT TBE

Occupation ACCOUNTANT

**The Security Agent**

SIGNED by )  
for and on behalf of )  
FIVE ARROWS MANAGERS S A )



By

Address 1 place d'Armes,  
L-1136 Luxembourg  
Grand-Duchy of Luxembourg

Attention Christophe Blanche

Fax +352 27 48 96 85 50

Email [Chnstophe.Blanche@rothschild.com](mailto:Chnstophe.Blanche@rothschild.com)

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London EC4N 8AL

Attention Martin Hook

Email [Martin.Hook@rothschild.com](mailto:Martin.Hook@rothschild.com)