

000341/234

In accordance with Sections 859A and 859J of the Companies Act 2006

# MR01

## Particulars of a charge



Companies House

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 MR08

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 with 21 days beginning with the day after the date of creation of the charge 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. This must be scanned and placed on the public record



A06 14/01/2014 #267  
COMPANIES HOUSE

TUESDAY

### 1 Company details

Company number 0 2 9 3 5 8 3 5 /

Company name in full ALLURIAN LIMITED ✓

For official use

→ Filing 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

**MRO1**  
Particulars of a charge

<b>4</b>	<b>Description</b>	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	<b>Continuation page</b> 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		
<b>5</b>	<b>Fixed charge or fixed security</b>	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"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>6</b>	<b>Floating charge</b>	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> <b>Yes</b> Continue <input type="checkbox"/> <b>No</b> Go to <b>Section 7</b> Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> <b>Yes</b>	
<b>7</b>	<b>Negative Pledge</b>	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"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	

**MR01**  
Particulars of a charge

<b>8</b>	<b>Trustee statement <sup>1</sup></b>	
	<p>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</p> <p><input type="checkbox"/></p>	<p><sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)</p>

<b>9</b>	<b>Signature</b>	
	<p>Please sign the form here</p>	
Signature	<p><small>Signature</small></p> <p><b>X</b> <i>Ross &amp; Gray International, LLP</i> <b>X</b></p>	
	<p>This form must be signed by a person with an interest in the charge</p>	

# MR01

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](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)



**FILE COPY**

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

Company number: 2935835

Charge code: 0293 5835 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th January 2014 and created by ALLURIAN 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**

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**DEED OF ACCESSION**

Signed: *Ropes & Gray International LLP*

Date: *13 January 2014*

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

**BETWEEN:**

- (1) Allurian Limited (registered number 2935835) 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**

<b>Freehold/leasehold</b>	<b>Description</b>	<b>Title number</b>
N/A	N/A	N/A

**Part B: Group Shares**

<b>Group Member</b>	<b>Number and class of shares</b>	<b>Details of nominees holding legal title</b>
N/A	N/A	N/A

**Part C: Accounts**

<b>Account Bank</b>	<b>Account Number</b>	<b>Sort Code</b>	<b>Description</b>
Barclays Bank Plc	73782638	202585	Collection
HSBC Bank Plc	11426079	404707	Collection

**Part D: Assigned Agreement**

N/A

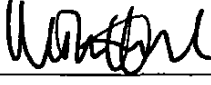
**Part E: Specified Intellectual Property**

N/A

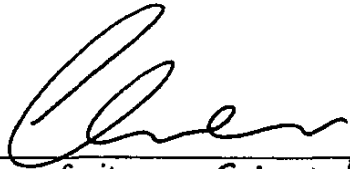
**SIGNATORIES TO THE DEED OF ACCESSION**

**The Additional Chargor**

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

)  
)  
)   
\_\_\_\_\_  
Director

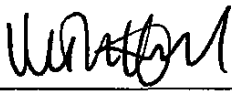
in the presence of:

)   
)  
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 LLP  
10 SNOW HILL  
LONDON EC1A 2AL

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**The Security Agent**

**HIGHBRIDGE PRINCIPAL STRATEGIES, LLC**



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By. Vikas Keswani

Address 40 West 57<sup>th</sup> Street, 33<sup>rd</sup> Floor  
New York, NY 10128

Email: vikas keswani@highbridge.com

Fax +1 (646) 746-8685

Attention Vikas Keswani