

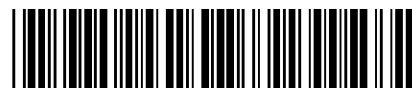


Registration of a Charge

Company name: **UTILISOFT LIMITED**

Company number: **02931236**

Received for Electronic Filing: **18/12/2013**



X2NHMXXT

Details of Charge

Date of creation: **13/12/2013**

Charge code: **0293 1236 0003**

Persons entitled: **BARCLAYS BANK PLC**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Notification of addition to or amendment of charge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

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:

BARCLAYS BANK PLC



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2931236

Charge code: 0293 1236 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th December 2013 and created by UTILISOFT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th December 2013 .

Given at Companies House, Cardiff on 18th December 2013



Companies House



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

NON AFFECT
17/12/13

5559(Accession)

Case Reference:- BC/LO/2-1383771683 - 7948210

Deed of Accession and Charge
(single company or limited liability partnership only)
acceding to a Guarantee and Debenture

The companies/LLPs executing this Accession and Charge understand that this document (including any attachments) will be available for inspection by any person upon application to Companies House

This deed of accession and charge is made on 17 December 2013 by you: t

UTILISOFT LIMITED

Registered Number: 02931236

in favour of us, **Barclays Bank PLC**, as security for your liabilities and those of others to us with the consent of the Agent:

UTILIGROUP LIMITED

Registered Number: 03642322

By executing this deed of accession and charge you accede to the deed of guarantee and debenture dated 21st March 2013 given to us by the Agent and others and enter into covenants, guarantees and agreements and create charges as provided in this deed.

Index of Clauses

1. Definitions
2. Your accession to the Principal Deed
3. The charges you create
4. Power of attorney
5. Governing law and jurisdiction

1. Definitions

Expressions defined in the deed of guarantee and debenture referred to on the front page (the "Principal Deed") and the principles of interpretation provided for in it will, unless the context otherwise requires, have the same meanings and apply in this deed.

2. Your accession to the Principal Deed

- 2.1 You agree with us to be bound by the terms of the Principal Deed and to perform all your obligations (whether as guarantor, chargor or otherwise) under the Principal Deed with effect from the date of this deed as if you had been an original party to the Principal Deed.
- 2.2 You covenant to pay or discharge to us on our demand in writing all Indebtedness now or in the future due, owing or incurred (before or after that demand) by you to us in any manner.
- 2.3 You guarantee the Indebtedness to us of all those entities which were original parties to the Principal Deed and which, at the date of this deed, remain as parties and of all other entities which have become parties through accession to the Principal Deed subsequently.
- 2.4 You further guarantee the Indebtedness to us of all entities which in future may accede to the Principal Deed.
- 2.5 The nature and extent of your liability as guarantor shall be as stated in the Principal Deed as if all its guarantee provisions were set out in full in this deed.
- 2.6 The Agent (on behalf of itself and the other companies which are parties to the Principal Deed) hereby agrees to your accession.
- 2.7 You irrevocably authorise the Agent to perform all acts and to sign all documents on your behalf for the purposes stated in clause 18 of the Principal Deed in the same terms as if you were an original party to it.

3. The charges you create

- 3.1 By executing this deed, you charge to us with full title guarantee with the payment or discharge of all Indebtedness:
 - 3.1.1 by way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in you and not registered at H.M. Land Registry;
 - 3.1.2 by way of fixed charge:
 - a all freehold and leasehold Land in England and Wales now vested in you and registered at H.M. Land Registry;

- b** all other Land which is now, or in the future becomes, your property;
- c** all plant and machinery now or in the future attached to any Land
- d** all rental and other income and all debts and claims which are due or owing to you now or in the future under or in connection with any lease, agreement or licence relating to Land;
- e** all your Securities;
- f** all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting you:
 - which relate to Assets themselves subject to a fixed charge in our favour; or
 - which are now or in the future deposited by you with us;

together with all your rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them);
- g** all your goodwill and uncalled share capital for the time being;
- h**
 - all your Intellectual Property, present and future, including any Intellectual Property to which you are not absolutely entitled or to which you are entitled together with others;
 - the benefit of all agreements and licences now or in the future entered into or enjoyed by you relating to the use or exploitation of any Intellectual Property in any part of the world;
 - all trade secrets, confidential information and knowhow owned or enjoyed by you now or in the future in any party of the world;
- i**
 - all trade debts now or in the future owing to you;
 - all other debts now or in the future owing to you save for those arising on fluctuating accounts with associates (as defined in section 1152(3) of the Companies Act 2006);
- j** the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to you as security in respect of any Asset itself subject to a fixed charge in our favour;

3.1.3 by way of floating charge:

- a** all your Assets which are not effectively charged by the fixed charges detailed above; and
- b** without exception all your Assets insofar as they are situated for the time being in Scotland.

3.2 The above charges are created with the benefit of the covenants, conditions and provisions contained in the Principal Deed as if they were all repeated (amended as necessary) in full in this deed.

4. Power of Attorney

You, by way of security, irrevocably appoint us (whether or not a Receiver has been appointed) and any Receiver separately as your attorney (with full power to appoint substitutes and to delegate) with power in your name or on your behalf and as your act and deed or otherwise:

- to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and
- to perform any act;

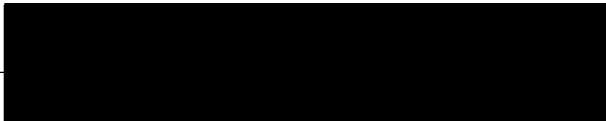
which may be required of you or may be deemed by the attorney necessary or desirable for any purpose of the Principal Deed or this deed, or to enhance or perfect the security intended to be constituted by this deed or to convey or transfer legal ownership of any Assets.

5. Governing law and jurisdiction


This deed shall be governed by and construed in accordance with English law. You submit, for our exclusive benefit, to the jurisdiction of the English Courts, but without prejudice to our right to commence proceedings against you in any other jurisdiction.

This deed of accession and charge is executed by you and the Agent as a deed and signed by us and it will take effect on the date shown on the front page.

Signed for Barclays Bank PLC



Executed as a deed by UTILISOFT LIMITED



X Director

X Witness

(if sole signatory only)

X Director/Secretary

Registered Number 02931236

Executed as a deed by UTILIGROUP LIMITED



Director

Witness
(if sole signatory only)

Director/Secretary

Registered Number 03642322