

MR01

Particulars of a charge

195190 / 13

ashurst

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 the  
instrument Use form MR08

For further information, please  
refer to our guidance at

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

☒ You **must** enclose a certified copy of the instrument with this form. This must be  
scanned and placed on the public record



A04 02/11/2013 #3  
COMPANIES HOUSE

SATURDAY

**1 Company details**

Company number 0 5 3 0 6 5 0 4

Company name in full WEBFUSION LIMITED

16 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 2 9 1 0 2 0 1 3

**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 LLOYDS BANK PLC as security trustee

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

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**Description**

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

**Continuation page**

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

Description

See separate annexure

5

**Fixed charge or fixed security**

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

☒ **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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

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Particulars of a charge

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**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 *Ashurst LLP*

X

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

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 **KVASS/IPARME/LLO02 00166/31515436**

Company name **Ashurst LLP**

Address **Broadwalk House**

**5 Appold Street**

Post town **London**

County/Region

Postcode **E C 2 A 2 H A**

Country **England**

DX **639 London City**

Telephone **+44 (0)20 7638 1111**

**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)**

**Webfusion Limited  
(CRN: 05306504)**

**Intellectual Property Annexure to Form MR01 (page 1 of 1)**

**Intellectual Property – Trademarks**

<b>PROPRIETOR /ADP NUMBER</b>	<b>TM NUMBER</b>	<b>JURISDICTION /APPARENT STATUS</b>	<b>CLASSES</b>	<b>MARK TEXT</b>
Webfusion Limited	2205033	UK	42	WEBFUSION / WebFusion (series)
Webfusion Limited	1577741	EU	16, 42	WEBFUSION
Webfusion Limited	9219627	EU	38,42,45	webfusion
Webfusion Limited	9077116	EU	38,42,45	Bringing the world's ideas online
Webfusion Limited	9731753	EU	38, 42, 45	WEBFUSION INTERNET SOLUTIONS
Webfusion Limited	2551391	UK	38,42,45	
Webfusion Limited	10810745	EU	38,42,45	
Webfusion Limited	2548969	UK	38,42,45	123-reg / 123-REG (series)
Webfusion Limited	2551388	UK	38,42,45	£123-reg / £123-REG (series)
Webfusion Limited	2572942	UK	35, 36, 38, 42, 45	123-LOYALTY / 123-loyalty (series)
Webfusion Limited	2551380	UK	38,42,45	donhost / DONHOST (series)
Webfusion Limited	2551384	UK	38,42,45	
Webfusion Limited	2898005	EU	9,38,42	MyServerWorld
Webfusion Limited	2022509	UK	09, 38	WIREPLAY
Webfusion Limited	2047208	UK	41	WIREPLAY
Webfusion Limited	1742501	EU	9, 38, 42	MAGIC MOMENTS

DX



**FILE COPY**

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

Company number. 5306504

Charge code: 0530 6504 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th October 2013 and created by WEBFUSION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd November 2013.

Given at Companies House, Cardiff on 8th November 2013



**Companies House**



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

Certified as a true copy of the original instrument save for the material redacted pursuant to s.859G of the Companies Act 2006

## Security Accession Deed

Agmura LLP

THIS SECURITY ACCESSION DEED is made on 29 October 2013

### BETWEEN:

- (1) **HEART INTERNET LIMITED** (a company incorporated in England and Wales with registered number 04866768);
- (2) **HEL HOLDING LTD** (a company incorporated in England and Wales with registered number 7313158),
- (3) **HEL FINCO LTD** (a company incorporated in England and Wales with registered number 7313380),
- (4) **HEL MIDCO LTD** (a company incorporated in England and Wales with registered number 7313387),
- (5) **HEL BIDCO LTD** (a company incorporated in England and Wales with registered number 7313152),
- (6) **WEBFUSION LIMITED** (a company incorporated in England and Wales with registered number 05306504); and
- (7) **HOST EUROPE LIMITED** (a company incorporated in England and Wales with registered number 06527428) (each a "New Charging Company" and, together, the "New Charging Companies");
- (8) **HOST EUROPE GROUP LIMITED** (a company incorporated in England and Wales with registered number 08509568 (the "Company") for itself and as agent for and on behalf of each of the existing Charging Companies, and
- (9) **LLOYDS BANK PLC** as security trustee for itself and the other Secured Parties (the "Security Agent").

### RECITAL:

This deed is supplemental to a debenture dated 23 August 2013 between, inter alia, the Company, the Charging Companies named therein and the Security Agent, (the "Debenture")

### NOW THIS DEED WITNESSES as follows

#### 1. INTERPRETATION

##### 1.1 Definitions

Terms defined in the Debenture have the same meaning when used in this deed.

##### 1.2 Construction

Clause 1.2 (Construction) and clause 1.3 (Other References) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

### **1.3 Intercreditor Agreement**

This deed should be read and construed subject to the terms of the Intercreditor Agreement. In case of any inconsistency between the terms of this deed and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail.

## **2. ACCESSION OF NEW CHARGING COMPANY**

### **2.1 Accession**

Each New Charging Company agrees to be a Charging Company 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 as a Charging Company.

### **2.2 Covenant to pay**

Each New Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Indebtedness when it falls due for payment.

### **2.3 Fixed Charges**

Each New Charging Company, as continuing security for the payment of the Indebtedness, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of first legal mortgage, all the Material Premises (including the properties specified in schedule 1); and
- (b) by way of first fixed charge:
  - (i) all other interests (not charged under clause 2.3(a)) in the Premises, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,
  - (ii) all the Investments (including the shares specified in schedule 2) and all corresponding Distribution Rights;
  - (iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;
  - (iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts;
  - (v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims,
  - (vi) all monies standing to the credit of its accounts (including the Collection Accounts specified in schedule 3, the Cash Collateral Accounts and the Nominated Accounts) with any bank, financial institution, or other person and all rights related to those accounts;
  - (vii) all its Intellectual Property (including the Intellectual Property specified in schedule 4);



- (viii) all rights and interest in the Hedging Agreements,
- (ix) the benefit of all consents and agreements held by it in connection with the use of any of its assets;
- (x) its goodwill and uncalled capital; and
- (xi) If not effectively assigned by clause 2.5 (Security Assignment), all its rights and interests in (and claims under) the Assigned Agreements

## 2.4 Floating Charge

As further continuing security for the payment of the Indebtedness, each New Charging Company charges with full title guarantee in favour of the Security Agent by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) or assigned under clause 2.5 (Security Assignment).

## 2.5 Security Assignment

As further continuing security for the payment of the Indebtedness, each New Charging Company assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements (including, but not limited to, those identified in schedule 5), provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the relevant New Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements to the relevant New Charging Company (or as it shall direct).

## 3 CONSTRUCTION OF DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed.

## 4 CONSENT OF EXISTING CHARGING COMPANIES

The existing Charging Companies agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

## 5 NOTICES

Each New Charging Company confirms that its address details for notices in relation to clause 19 (Notices) of the Debenture are as follows:

Address: 5 Roundwood Avenue  
 Stockley Park  
 Uxbridge  
 Middlesex  
 UB11 1FF

Email address ,

Attention: James Shutler/Tobias Mohr

6 **LAW**

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law

**IN WITNESS** whereof this deed has been duly executed and delivered on the date first above written

**SCHEDULE 1**

**None at the date of this deed**

## SCHEDULE 2

### Details of Subsidiary Shares

CHARGING COMPANY	SUBSIDIARY	NUMBER AND CLASS OF SHARES	DETAILS OF NOMINEES (IF ANY) HOLDING LEGAL TITLE TO SHARES
HEL HOLDING LTD	HEL FINCO LTD	10,365,169 ORDINARY SHARES	N/A
HEL FINCO LTD	HEL MIDCO LTD	143,245,000 ORDINARY SHARES	N/A
HEL MIDCO LTD	HEL BIDCO LTD	143,245,000 ORDINARY SHARES	N/A
HEL BIDCO LTD	MESH DIGITAL LIMITED	2 ORDINARY SHARES	N/A
	HEART INTERNET LIMITED	520 ORDINARY SHARES AND 480 A ORDINARY SHARES	N/A
	HOST EUROPE LIMITED	31,392,683 ORDINARY SHARES	N/A
HOST EUROPE LIMITED	WEBFUSION LIMITED	376,540 ORDINARY SHARES	N/A
	SUPANAMES LIMITED (FORMERLY SUPERNETWORK LIMITED)	100 ORDINARY SHARES	N/A
	TRANSIGENT LIMITED	1,000 ORDINARY SHARES	N/A
WEBFUSION LIMITED	WEBFUSION INTERNET LIMITED	1 ORDINARY SHARE	N/A
	SWANN & TURNER LTD	100 ORDINARY SHARES	N/A
	DONHOST LIMITED	1 ORDINARY SHARE	N/A
	123-REG LIMITED	1 ORDINARY SHARE	N/A
	WEBFUSION INTERNET SOLUTIONS LIMITED	2 ORDINARY SHARES	N/A

### SCHEDULE 3

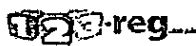


#### Details of Collection Accounts


CHARGING COMPANY	ACCOUNT BANK	SORT CODE	ACCOUNT NUMBER
WEBFUSION LIMITED	THE ROYAL BANK OF SCOTLAND		
WEBFUSION LIMITED	THE ROYAL BANK OF SCOTLAND		
WEBFUSION LIMITED	THE ROYAL BANK OF SCOTLAND		
WEBFUSION LIMITED	THE ROYAL BANK OF SCOTLAND		
WEBFUSION LIMITED	HSBC		
WEBFUSION LIMITED	HSBC		
WEBFUSION LIMITED	HSBC		
WEBFUSION LIMITED	HSBC		
WEBFUSION LIMITED	LLOYDS BANK		
WEBFUSION LIMITED	HBOS		
HEART INTERNET LIMITED	THE ROYAL BANK OF SCOTLAND		
HEART INTERNET LIMITED	THE ROYAL BANK OF SCOTLAND		
HEART INTERNET LIMITED	THE ROYAL BANK OF SCOTLAND		
HEART INTERNET LIMITED	THE ROYAL BANK OF SCOTLAND		
HEL BIDCO LTD	LLOYDS BANK		
HEL MIDCO LTD	LLOYDS BANK		
HEL FINCO LTD	LLOYDS BANK		
HEL HOLDING LTD	LLOYDS BANK		

FSD

# SCHEDULE 4

## Intellectual Property

PROPRIETOR /ADP NUMBER	TM NUMBER	JURISDICTION /APPARENT STATUS	CLASSES	MARK TEXT
Webfusion Limited	2205033	UK	42	WEBFUSION / WebFusion (series)
Webfusion Limited	1577741	EU	16, 42	WEBFUSION
Webfusion Limited	9219627	EU	38,42,45	webfusion
Webfusion Limited	9077116	EU	38,42,45	Bringing the world's ideas online.
Webfusion Limited	9731753	EU	38, 42, 45	WEBFUSION INTERNET SOLUTIONS
Webfusion Limited	2551391	UK	38,42,45	 123-reg...
Webfusion Limited	10810745	EU	38,42,45	 123-reg...
Webfusion Limited	2548969	UK	38,42,45	123-reg / 123-REG (series)
Webfusion Limited	2551388	UK	38,42,45	£123-reg / £123-REG (series)
Webfusion Limited	2572942	UK	35, 36, 38, 42, 45	123-LOYALTY / 123-loyalty (series)
Webfusion Limited	2551380	UK	38,42,45	donhost / DONHOST (series)
Webfusion Limited	2551384	UK	38,42,45	 donhost
Webfusion Limited	2898005	EU	9,38,42	MyServerWorld
Webfusion Limited	2022509	UK	09, 38	WIREPLAY
Webfusion Limited	2047208	UK	41	WIREPLAY

Webfusion Limited	1742501	EU	9, 38, 42	MAGIC MOMENTS
Heart Internet Limited	2454502	UK	42	HEART INTERNET
Heart Internet Limited	10400299	EU	38, 42, 45	 heart internet
Heart Internet Limited	10395473	EU	38, 42, 45	HEART INTERNET

## SCHEDULE 5

### Assigned Agreements

#### Insurances

CHARGING COMPANY	INSURER	POLICY NAME	POLICY NUMBER
HEL Holding Ltd HEL Finco Ltd HEL Midco Ltd HEL Bidco Ltd Webfusion Limited Host Europe Limited Heart Internet Limited	Travellers Insurance Company Ltd	'All risks' property damage; Computer 'all risks'; 'All risks' business interruption; Employers' liability, Public/Products liability, professional indemnity; Terrorism	UC TSR 3959290
HEL Holding Ltd HEL Finco Ltd HEL Midco Ltd HEL Bidco Ltd Webfusion Limited Host Europe Limited Heart Internet Limited	Canopus Underwriting Ltd	Group travel insurance	R06179Bzz
HEL Holding Ltd HEL Finco Ltd HEL Midco Ltd HEL Bidco Ltd Webfusion Limited Host Europe Limited Heart Internet Limited	Hiscox AG	Professional indemnity – excess layer	Policy number not yet allocated



**SIGNATORIES TO DEED OF ACCESSION**

**The New Charging Companies**

EXECUTED as a deed by  
**HEART INTERNET LIMITED**  
acting by a director and its  
secretary or two directors

)  
)  
)  
)

.....  
.....  
.....

Signature of director

Name of director

.....

Signature of director/secretary

..... Thomas Wollman .....

Name of director/secretary

EXECUTED as a deed by  
**HEL HOLDING LTD**  
acting by a director and its  
secretary or two directors

)  
)  
)  
)

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.....  
.....

Signature of director

Name of director

.....

Signature of director/secretary

..... Thomas Wollman .....

Name of director/secretary

EXECUTED as a deed by  
**HEL FINCO LTD**  
acting by a director and its  
secretary or two directors

)  
)  
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)

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.....  
.....

Signature of director

Name of director

.....

Signature of director/secretary

..... Thomas Wollman .....

Name of director/secretary

EXECUTED as a deed by  
**HEL MIDCO LTD** acting by a director and its  
secretary or two directors

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Signature of director

Name of director

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Signature of director/secretary

Name of director/secretary

EXECUTED as a deed by  
**HEL BIDCO LTD**  
acting by a director and its  
secretary or two directors

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Signature of director

Name of director

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Signature of director/secretary

Name of director/secretary

EXECUTED as a deed by  
**WEBFUSION LIMITED**  
acting by a director and its  
secretary or two directors

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)

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.....

Signature of director

Name of director

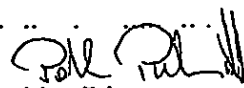
.....  
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.....

Signature of director/secretary

Name of director/secretary

EXECUTED as a deed by  
**HOST EUROPE LIMITED** acting by a director and its  
secretary or two directors

)  
)  
)  
)



Signature of director

Name of director

.....

Signature of director/secretary

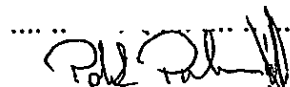
..... Thomas Walbran .....

Name of director/secretary

### The Company

EXECUTED as a deed by  
**HOST EUROPE GROUP LIMITED**  
For itself and as agent for the existing  
Charging Companies acting by a director  
and its secretary or two directors

)  
)  
)  
)  
)



Signature of director

Name of director

.....

Signature of director/secretary

... Thomas Walbran .....

Name of director/secretary

### The Security Agent

EXECUTED by  
**LLOYDS BANK PLC**  
Acting by its  
authorised signatory

)  
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)  
)

EXECUTED as a deed by  
HOST EUROPE LIMITED acting by a director and its  
secretary or two directors

)  
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)

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Signature of director

.....

Name of director

.....

Signature of director/secretary

.....

Name of director/secretary

### The Company

EXECUTED as a deed by  
HOST EUROPE GROUP LIMITED  
For itself and as agent for the existing  
Charging Companies acting by a director  
and its secretary or two directors

)  
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)  
)  
)

.....

Signature of director

.....

Name of director

.....

Signature of director/secretary

.....

Name of director/secretary

### The Security Agent

EXECUTED by  
LLOYDS BANK PLC  
Acting by its  
authorised signatory

)  
)  
)  
)  
)

ANALYST  
CITYMART  
EH39DE