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

MR01

Particulars of a charge

12/093/23 chy

Laserform

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	A fee is payable with this form. Please see 'How to pay' on the last page You can use the WebFiling service to Please go to www companieshouse go last page	
•	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
	This form must be delivered to the Registrar for registratio 21 days beginning with the day after the date of creation of the delivered outside of the 21 days it will be rejected unless it is a court order extending the time for delivery. You must enclose a certified copy of the instrument with this f	*A3DOZFLL*
<u> </u>	7,00	06/08/2014 #296 OMPANIES HOUSE
1	Company details	har official use
Company number Company name in full	0 7 2 7 6 6 0 3 Bio Park Interactive Limited	Filling in this form Please complete in typescript or in bold black capitals
assignment notice in toll		All fields are mandatory unless specified or indicated by *
2	Charge creation date	<u> </u>
	12 5 7 72 70 71 74 /	
	Names of persons, security agents or trustees entitled to the char	ge
	Please show the names of each of the persons, security agents or trustees entitled to the charge	
Name	Bio Park Hertfordshire Limited	-
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.	

	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
Brief description	None	of them in the text field and add a statement along the lines of, "for more 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 property not described above? Please tick the appropriate box	
/	(x) Yes ☐ No	
6	Floating charge	
/	Is the instrument expressed to contain a floating charge? Please tick the appropriate box [x] Yes Continue	
✓	No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of	
	the company?	
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.	
	[x] Yes	
8	Trustee statement •	
/	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.	 This statement may be filed after the registration of the charge (use form MR06)
9	Signature	·
	Please sign the form here	
Signature /	X X	
	This form must be signed by a person with an interest in the charge	

CHFP025 06/14 Version 2 0

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.

Contactname Simon Moffat Сопразу вате Gisby Harrison Solicitors Address Goffs Oak House Goffs Lane Goffs Oak Postorn Cheshunt County/Region Herts G DX 98302 Cuffley Tetaphone 01707 878300

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:

- [x] 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
- [x] You have shown the names of persons entitled to the charge.
- [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- [x] You have given a description in Section 4, if appropriate.
- You have signed the form
- You have enclosed the correct fee
- [x] 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 or email enquines@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7276603

Charge code: 0727 6603 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th July 2014 and created by Al NETWORKS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th August 2014.

Dt

Given at Companies House, Cardiff on 13th August 2014





"We hereby certify this to be a true copy of the cristian."

Tisby Herrison

DATED 25th JULY 2014

BETWEEN BIO PARK HERTFORDSHIRE LIMITED

-and-

BIO PARK INTERACTIVE LIMITED

LOAN AGREEMENT

THIS DEED is made on 25th July 2014

BETWEEN:

THE PARTIES

- (1) **BIO PARK HERTFORDSHIRE LIMITED** registered in England number 3341897 with its registered office at Bio Park, Broadwater Road, Welwyn Garden City, AL7 3AX ('Lender'), and
- (2) **BIO PARK INTERACTIVE LIMITED** registered in England number 07316919 with its registered office at Bio Park, Broadwater Road, Welwyn Garden City, AL7 3AX ('Borrower')

BACKGROUND

- A The Lender, while a shareholder of the Borrower, advanced money to the Borrower to purchase equipment (the 'Equipment') for use in purpose built data centre environments for the provision of unmanaged colocation services (the 'Data Centre')
- B The Lender ceased to be a shareholder of the Borrower on 25th July 2014 and is owed £1,000,000 00 (one million pounds) for the Data Centre, being the aggregate principal amount for the time being outstanding under this Deed (the 'Loan')
- C The Parties have agreed that the Loan shall be paid according to the terms of this Deed and agree to be bound by the provisions of this Deed

THE PARTIES AGREE:

- 1. Definitions and interpretation
- 1 1 In this Deed unless the context otherwise requires
- "Business Day" means a day, other than a Saturday, Sunday or public holiday, on which clearing banks are open for non-automated commercial business in the City of London and Business Days means more than one of them,
- "Charge" means the charge (whether fixed or floating, legal or equitable) securing the Borrowers obligations as set out in this Deed
- "Charged Assets" means the Equipment for the time being subject to the Charge created by, or pursuant to, this Deed
- "Charge Period" means the period starting on the date of this Deed and ending on the date on which the Lender is satisfied that the Loan has been

unconditionally and irrevocably paid and discharged in full and no further Repayment Amounts are capable of being outstanding

"Equipment" means the Equipment described in Schedule 1 (including any component parts of those assets from time to time held by the Borrower (whether or not attached to those assets)), together with all additions, alterations, substitutions, replacements, renewals or modifications of or to those assets from time to time, and all accessories to those assets from time to time (including maintenance and other records, manuals, handbooks, data, drawings and schematics relating to those assets or documents relating to warranties and patent indemnities given by manufacturers or suppliers of those assets)

"Event of Default" has the meaning given in Clause 4 of this Deed

"Interest" means the interest payable under clause 3 of this Deed.

"Insurance Policies" mean all the contracts and policies of insurance effected or maintained from time to time in respect of the Equipment

"Repayment Amounts" means the yearly and monthly amounts under clause 2 of this Deed

"Repayment Dates" each of the dates specified in Clause 2 for repaying the Loan in instalments

"Term" means the term of five years covering the period this Deed is in force for the repayment of the Loan

"Year" means the year beginning on 25th July in 2014 and each subsequent year during the Term

1.2 INTERPRETATION

In this Deed

- (a) clause and Schedule headings shall not affect the interpretation of this deed,
- (b) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees,
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular,
- (d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders,
- (e) a reference to a party shall include that party's successors, permitted assigns and permitted transferees,

- (f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time,
- (g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision,
- (h) a reference to writing or written includes fax but not e-mail,
- (i) an obligation on a party not to do something includes an obligation not to allow that thing to be done,
- (j) a reference to **this deed** (or any provision of it) or to any other Deed or document referred to in this deed is a reference to this deed, that provision or such other Deed or document as amended (in each case, other than in breach of the provisions of this deed) from time to time,
- (k) unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this deed [and a reference to a paragraph is to a paragraph of the relevant Schedule],
- (1) any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms,
- (m) a reference to an **amendment** includes a novation, re-enactment, supplement or variation and amended shall be construed accordingly,
- (n) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description,
- a reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution,
- (p) a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been waived,
- (q) a reference to determines or determined means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it, and
- (r) a reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation

- 46 If the Borrower shall commit or permit any material breach of any of the stipulations and provisions contained in this Deed and on its part to be observed and performed.
- 4 7 If the Borrower continuously defaults, and for up to a period of three months, fails to pay the Repayment Amounts and/or Interest repayable by it under Clause 2 when due

5. CHARGE

- As a continuing security for the payment and discharge of the Loan, the Borrower with full title guarantee charges to the Lender by way of first fixed charge
 - (a) all its rights in each Insurance Policy, including the proceeds of any claims under any Insurance Policy,
 - (b) the benefit of all other contracts, guarantees, appointments, warranties relating to the Equipment and other documents to which the Borrower is a party, which are in its favour or of which it has the benefit including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them, and
 - (c) all authorisations (statutory or otherwise) held or required in connection with the use of any Charged Assets, and all rights in connection with them
- As a continuing security for the payment and discharge of the Loan, the Borrower with full title guarantee assigns to the Lender, subject to a proviso for reassignment on irrevocable discharge in full of the Loan
 - (a) all its rights in each Insurance Policy, including the proceeds of any claims under any Insurance Policy,
 - (b) the benefit of all other contracts, guarantees, appointments, warranties relating to the Equipment and other documents to which the Borrower is a party, which are in its favour or of which it has the benefit including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them, and
 - (c) all authorisations (statutory or otherwise) held or required in connection with the use of any Charged Assets, and all rights in connection with them

2. COVENANT TO REPAY

- 2 1 During the Term of the Loan, the Borrower agrees to repay the Lender on the last Business Day of each month the Repayment Amounts with Interest as set out in Schedule 2 of this Deed
- 2 2 The Borrower agrees to repay the Repayment Amounts on or before the Repayment Dates into the Lender's nominated bank account, the details of which are set out below

Name of Bank NatWest

Branch St Albans

Account Name Exemplas Holdings Limited

'Account Number, 45197814

Sort Code: 60-18-11

3. INTEREST

3 1 During the Term, Interest is payable on the Loan at the rate of 5 per cent. The Interest will accrue daily and be payable in arrears on the last Business Day of each month

4. EVENTS OF DEFAULT

Notwithstanding anything else contained in this Deed the whole of the Loan shall immediately become repayable in any of the following events

- 4 1 If the Borrower shall be unable to pay its debts within the meaning of the Insolvency Act 1986 section 123 or if the Borrower shall certify that it is unable to pay its debts as and when they fall due,
- 4 2 If an order is made or a resolution passed for winding up the Borrower (otherwise than for voluntary liquidation for the purpose of reconstruction or amalgamation the terms of which resolution have been previously approved in writing by the Lender),
- 4 3 If a distress or execution be levied or issued against any of the property of the Borrower and not be satisfied within 21 days,
- 4.4 If the Borrower shall cease or threaten to cease to carry on its activity,
- 4 5 If a receiver is appointed or any incumbrancer takes possession of the Borrower's assets or any part of them or if without the prior approval of the Lender a resolution is passed for a reduction of capital of the Borrower,

- As a continuing security for the payment and discharge of the Loan, the Borrower with full title guarantee charges to the Lender, by way of first floating charge the rights, benefits and authorisations charged or assigned pursuant to clauses 5 1 and 5 2 above.
- The Borrower covenants with the Lender that the Borrower shall not at any time, except with the prior written consent of the Lender
 - (a) create, purport to create or permit to subsist any Charge on, or in relation to, any Charged Assets other than any Charge created by this Deed,
 - (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Assets, or
 - (c) create or grant (or purport to create or grant) any interest in any Charged Asset in favour of a third party
 - (d) permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or diminish the value of any of the Charged Assets (except for expected fair wear and tear) or the effectiveness of the security created by this Deed
- The fixed charge shall attach immediately to the Charged Assets
- The Lender has a right to sell the Charged Assets if the Borrower defaults under this Deed
- The Lender will have a right to claim the proceeds of sale from the Charged Assets in priority to other creditors
- The Borrower's obligations under this Deed are legal, valid, binding and enforceable, and this Deed creates (or, once entered into, will create) valid, legally binding and enforceable security for the obligations expressed to be secured by it
- The Charge becomes immediately enforceable on the event of default set out under clause 4 of this Deed and the breach of this clause 5. After the security constituted by this Deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Charged Assets.

6. MAINTENANCE OF THE EQUIPMENT/CHARGED ASSET

6.1 The Borrower shall:

- (a) at its own expense, maintain the Equipment in good and serviceable condition (except for expected fair wear and tear) in compliance with all relevant manuals, handbooks, manufacturer's instructions and recommendations and maintenance or servicing schedules,
- (b) at its own expense, renew and replace any parts of the Equipment when they become obsolete, worn out or damaged with parts of a similar quality and of equal or greater value,
- (c) keep or procure to be kept accurate, complete and up to date records of all repairs, servicing and maintenance carried out on the Equipment,
- (d) permit the Lender, or such persons as it may nominate, at all reasonable times and on reasonable notice to enter on any premises of the Borrower to effect such maintenance or repairs to the Equipment as the Lender or its nominee considers necessary, and
- (e) not permit any Equipment to be
 - (i) used or handled, other than by properly qualified and trained persons,
 - (ii) modified, upgraded, supplemented or altered other than for the purpose of effecting maintenance or repairs permitted by this Deed, or
 - (iii) to be overloaded or used for any purpose for which it is not designed or reasonably suitable or in any manner which would invalidate or otherwise prejudice any of the Insurance Policies

6.2 The Borrower shall

- (a) give the Lender such **information** concerning the location, condition, use and operation of the Charged Assets as the Lender may require,
- (b) permit any persons designated by the Lender and any receiver to enter on its premises and inspect and examine any Charged Asset, and the records relating to that Charged Asset, at all reasonable times and on reasonable prior notice, and
- (c) promptly notify the Lender in writing of any action, claim or demand made by or against it in connection with all or any part of a Charged Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim or demand, together with, in each case, the Borrower's proposals for settling, liquidating, or contesting any such action, claim or demand and shall, subject to the Lender's prior approval, implement those proposals at its own expense

6 3 The Borrower shall

- (a) insure, and keep insured, the Charged Assets against
 - (i) loss or damage by fire or terrorist acts,

- other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Borrower; and
- (III) any other risk, perils and contingencies as the Lender may reasonably require

Any such insurance must be with an insurance company or underwriters and on such terms as are reasonably acceptable to the Lender, and must be for not less than the replacement value of or, if higher, the cost of reinstating the relevant Charged Assets

- (b) If requested by the Lender, produce to the Lender each policy, certificate or cover note relating to the insurance, and procure that a note of the Lender's interest is endorsed upon each Insurance Policy maintained by it or any person on its behalf and that the terms of each such Insurance Policy require the insurer not to invalidate the policy as against the Lender by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to the Lender
- (c) immediately pay to the Lender all monies payable under any Insurance Policy at any time whether or not the security constituted by this Deed has become enforceable

7. COSTS

- 7 1 In the event of an event of default as set out in clause 4 above, the Borrower shall, within five Business Days of demand, pay to, or reimburse, the Lender on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender, in connection with
 - (a) this Deed or the Charged Assets,
 - (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's rights under this Deed, or
 - (c) taking proceedings for, or recovering, any of the Charged Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of the Borrower) at the rate of 4% above the Bank of England base rate

8. RELEASE

On the expiry of the Charge Period (but not otherwise), the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to release the Charged Assets from the security constituted by this Deed

9. PAYMENT BEFORE THE END OF THE CHARGE PERIOD

- 9.1 The Borrower may repay part or all of the Loan by notifying the Lender five Business Days in advance of any Repayment Date
- 9 2 On repayment of part or all of the Loan, the Loan shall immediately be reduced by an amount equal to the amount of the Loan repaid

10. ASSIGNMENT

- 10 1 At any time, without the consent of the Borrower, the Lender may assign or transfer any or all of its rights and obligations under this Deed to any assignee.
- 10.2 At any time, without the consent of the Borrower, the Lender may assign or transfer any or all of its rights and obligations under this Deed
- 10 3 The Lender may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Borrower, the Charged Assets and this Deed that the Lender considers appropriate
- 10 4 The Borrower may not assign any of its rights, or transfer any of its rights or obligations, under this Deed.

11. NOTICES

11 1 Delivery

Each notice or other communication required to be given under or in connection with this Deed shall be

- (a) in writing,
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax, and
- (c) sent to
 - (1) the Borrower at Mark Boost, Serverchoice Limited, Units H/J/K Arlington Business Park Gateway 1000, Whittle Way, Stevenage, Herts, SG1 2FP, mark boost@serverchoice.com

(2) the Lender at Jill Barnes, Bio Park Hertfordshire Limited, Bio Park, Broadwater Road, Welwyn Garden City, AL7 3AX, pillb@exemplas.com

or to any other address or fax number as is notified in writing by one party to the other from time to time

11 2 Receipt by Borrower

Any notice or other communication that the Lender gives to the Borrower shall be deemed to have been received

- (a) If delivered by hand, at the time it is left at the relevant address,
- (b) If posted by pre-paid first class post or other next working day delivery service, on the second Business Day after posting, and
- (c) If sent by fax, when received in legible form.

A notice or other communication given as described in clause 10 2(a) or clause 10(2)(c) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day

11 3 Receipt by Lender

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt

11 4 Service of proceedings

This clause 10 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution

12. VALIDITY AND SEVERABILITY

12.1 Each of the provisions of this Deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired

13. EXCLUSION OF THIRD PARTY RIGHTS

13.1 Nothing in this Deed is intended to confer any benefit on any person who is not a party to it

14. JURISDICTION

- 14.1 This Deed is governed by and shall be construed in accordance with the laws of England and Wales
- 14.2 The Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any disputes and claims which may arise out of, or in connection with, this Deed

15. OTHER SERVICE

15.1 The Borrower irrevocably consents to any legal action or process in any proceedings under clause 13 being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law

IN WITNESS whereof this Deed has been has been signed on the day and year first before written

Signed as a deed by Jill Barnes on behalf of Bio Park Hertfordshire Limited in the presence of Ph

Signature of Witness

Name of Witness ALUN YUDOEROOT

Address of Witness BIO PARK, BROADWATER ROAD, WCTC, ACT ZAX

Occupation of Witness FINANCE DIRECTOR

Signed as a deed by Mark Boost on behalf of Bio Park Interactive Limited in the presence of

Signature of Witness

Name of Witness:

SIMON P MOFFAT

GOFFS OAK HOUSE

Address of Witness

Occupation of Witness

SOLICITOY 817 GOFFS LANE
CHESHUNT HERTS

EN7 5HG

SCHEDULE 1 EQUIPMENT

(The list of Equipment is on the next page. The rest of this page is blank.)

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