

# MR01

## Particulars of a charge



**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)

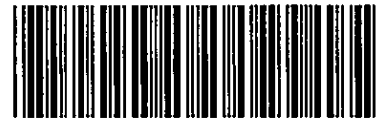
☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **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 within  
21 days** beginning with the day after the date of creation of the charge.  
If the form is 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  
scanned and placed on the public record. **Do not send the original.**



A05

\*A4ZFF28J\*

26/01/2016

#131

COMPANIES HOUSE

TUESDAY

### 1 Company details

Company number 07379131 ✓  
Company name in full APEX SPACE SOLUTIONS 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 d2 d2 m0 m1 y2 y0 y1 y6

### 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 HAYFIN SERVICES LLP (as Security Agent for the  
Secured Parties (as defined in the instrument))

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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**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

Brief description

The land to the north of Garamonde Drive, Wymbush, Milton Keynes, MK8 8ND registered under title number BM112115, the intellectual property registered under TM number UK00000917747 and TM number UK00001144247 each as further described in Schedule 2 to the Accession Deed.

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"

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

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**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

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**Trustee statement <sup>1</sup>**

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

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

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**Signature**

Please sign the form here

Signature

Signature

X *DCA Pigeon UK LLP* X

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

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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 DENISE PHILLIPS

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town LONDON

County/Region

Postcode E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 0207 796 6302



**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 7379131

Charge code 0737 9131 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd January 2016 and created by APEX SPACE SOLUTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th January 2016

*DX*

Given at Companies House, Cardiff on 28th January 2016



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



I CERTIFY THAT SAVE FOR MATERIAL REDACTED  
PURSUANT TO s859G OF THE COMPANIES ACT 2006,  
THIS IS A TRUE COMPLETE AND CORRECT COPY  
OF THE ORIGINAL INSTRUMENT

DATE 25/01/2016

SIGNED DLA Piper UK LLP  
DLA PIPER UK LLP

#### ACCESSION DEED

THIS ACCESSION DEED is made on

January 22

2016

#### BETWEEN:

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company");
- (2) WHITTAN BIDCO LIMITED (formerly known as Mandalay Bidco Limited) (the "Parent"), and
- (3) HAYFIN SERVICES LLP (as Security Agent for the Secured Parties (as defined below)) (the "Security Agent")

#### BACKGROUND:

This Accession Deed is supplemental to a debenture dated 17 June 2015 and made between (1) the Chargors named in it and (2) the Security Agent (the "Debenture")

#### IT IS AGREED:

#### 1. DEFINITIONS AND INTERPRETATION

##### (a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed)

##### (b) Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed

#### 2. ACCESSION OF THE ACCEDING COMPANY

##### (a) Accession

Each Acceding Company.

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture, and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors

##### (b) Covenant to pay

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company (jointly and severally with the other Chargors and each other Acceding

Company), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture

**(c) Charge and assignment**

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing)

- (i) by way of first legal mortgage all the Material Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)),
- (ii) by way of first fixed charge
  - (A) all the Charged Securities (including, without limitation, those specified against its name in part 2 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), together with
  - (B) all Related Rights from time to time accruing to them,
- (iii) by way of first fixed charge each of its Security Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in part 3 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) and all monies at any time standing to the credit of such accounts,
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in part 4 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)),
- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in part 5 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them, and
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in part 6 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all claims under the Insurances and all proceeds of the Insurances

**(d) Representations**

Each Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed

- (i) each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in schedule 2 (*Details of Security Assets*),
  - (ii) the Charged Securities listed in part 2 of schedule 2 to the Accession Deed (*Details of Security Assets owned by the Acceding Companies*) constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company, and
  - (iii) part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Real Property (other than Short Leasehold Property) which is beneficially owned by each Acceding Company at the date of this Deed.
- (e) **Consent**
- Pursuant to clause 25 (*Accession*) of the Debenture, the Parent (as agent for itself and the existing Chargors)
- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed, and
  - (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor

### **3. CONSTRUCTION OF DEBENTURE**

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed

### **4. THIRD PARTY RIGHTS**

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

### **5. NOTICE DETAILS**

Notice details for each Acceding Company are those identified with its name below

### **6. COUNTERPARTS**

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

### **7. GOVERNING LAW**

This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

**IN WITNESS** of which this Accession Deed has been duly executed by each Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page I of this Accession Deed by each Acceding Company and the Parent



**SCHEDULE 1: TO THE ACCESSION DEED**

**The Acceding Companies**

<b>Company name</b>	<b>Company number</b>
Apex Linvar Limited	07405229
Apex Space Solutions Limited	07379131

## SCHEDULE 2: TO THE ACCESSION DEED

### Details of Security Assets owned by the Acceding Companies

#### Part 1: Material Property

Registered land			
Address	County/District/London Borough		Title number
Land to the north of Garamonde Drive, Wymbush, Milton Keynes, MK8 8ND	Milton Keynes		BM112115
Unregistered land			
Address	Document describing the Material Property		
	Date	Document	Parties
Not applicable.			

#### Part 2: Charged Securities

##### Apex Linvar Limited

Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Apex Space Solutions Limited	Ordinary	3740001	£3,740,001
Linbin Limited	Ordinary	100	£100
Apex Storage Direct Limited	Ordinary	100	£100

#### Part 3: Charged Accounts

Security Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Apex Space Solutions Limited	332	Santander	Santander Corporate & Commercial Banking, Davidson House,

			Forbury Square, Reading RG13EU  09-02-22
Apex Space Solutions Limited	00000941	Santander	Santander Corporate & Commercial Banking, Davidson House, Forbury Square, Reading RG13EU  09-02-22
Apex Space Solutions Limited	00000337	Santander	Santander Corporate & Commercial Banking, Davidson House, Forbury Square, Reading RG13EU  09-07-15
Apex Space Solutions Limited	00000340	Santander	Santander Corporate & Commercial Banking, Davidson House, Forbury Square, Reading RG13EU  09-07-15

#### Part 4: Intellectual Property

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
Apex Space Solutions Limited	UK00000917747	UK	6	LINBINS
Apex Space Solutions Limited	UK00001144247	UK	20	LINBIN

Part 4B - Patents		
Proprietor/ADP number	Patent number	Description
Not applicable		

#### Part 5: Relevant Contracts

<b>Date of Relevant Contract</b>	<b>Parties</b>	<b>Details of Relevant Contract</b>
Not applicable		

**Part 6: Insurances**

<b>Insurer</b>	<b>Insured risks</b>	<b>Policy number</b>
Aviva Insurance Limited	Commercial Combined	24848910CCI
Chubb Insurance Company of Europe SE	Computers	6692362
AIG Europe Limited	Primary Professional Indemnity	0034527074
Aspen Insurance UK Limited	Excess Professional Indemnity	UKA6CHY150PH
Beazley Marine UK	Marine/Transit	W0176214PNWV
AIG Europe Limited	Director's & Officers/EPL/Crime	33527264
AIG Europe Limited	Motor Fleet	25522822
AIG Europe Limited	Business Travel	15861297
Allianz Insurance Plc	Contract Works	NT17717053
British Engineering Services	Engineering Inspection	EP24374

**EXECUTION PAGES OF THE ACCESSION DEED  
THE ACCEDING COMPANIES**

Executed as a deed, but not delivered until the )  
first date specified on page 1, by APEX )  
LINVAR LIMITED acting by: )

[REDACTED]

Director

A. BAXTER

Witness signature

[REDACTED]

Witness name

CARL FROMANS

Witness address

[REDACTED]  
[REDACTED]  
[REDACTED]

Address

[REDACTED]  
[REDACTED]  
[REDACTED]

Facsimile No:

Attention:

Tony Boxer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by APEX SPACE )  
SOLUTIONS LIMITED acting by )



Director

A. BAXTER

Witness signature

[Redacted signature]

Witness name

CAAL TROMANS

Witness address

[Redacted address]  
[Redacted address]  
[Redacted address]

Address:

[Redacted address]  
[Redacted address]  
[Redacted address]

Facsimile No:

Attention: Tony Baxter

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**THE PARENT**

Executed as a deed, but not delivered until the )  
first date specified on page 1, by WHITTAN )  
BIDCO LIMITED (formerly known as )  
Mandalay Bidco Limited) acting by



Director

*A. Butler*

Witness signature

[Redacted signature]

Witness name

CARL TROMANS

Witness address.

[Redacted address]  
[Redacted address]  
[Redacted address]

Address: Link House  
Halesfield 6  
Telford  
Shropshire  
TF7 4LN

Facsimile No: +44 (0)1952 682525

Attention: Andrew Butler and Jatinder Narpuri



**THE SECURITY AGENT**

Signed by DAVID W. SHIFFER for )  
and on behalf of HAYFIN SERVICES LLP )  
)

Signature

A large, irregular black redaction mark covering the signature area.

**Address:** Hayfin Capital Management  
LLP,  
One Eagle Place  
London  
SW1Y 6AF

**Facsimile No:** +44 (0)207 074 2931

**Attention:** Loan Ops/Legal