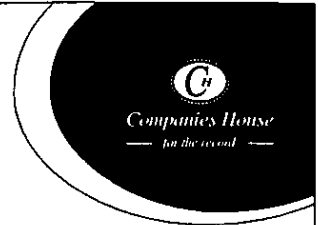


MG01

Particulars of a mortgage or charge



A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☒ **What this form is NOT for**
You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

WEDNESDAY



A33 *A1LPHSEB* #161
14/11/2012
COMPANIES HOUSE

1 Company details		For official use
Company number	07619797	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	SKYSCAPE CLOUD SERVICES LIMITED (the "Borrower")	
2 Date of creation of charge		
Date of creation	07/11/2012	
3 Description		
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'		
Description	DEBENTURE	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	LOAN NOTE INSTRUMENT OF PRINCIPAL AMOUNT OF UP TO £12,000,000	
		Continuation page Please use a continuation page if you need to enter more details

MG01

Particulars of a mortgage or charge

5**Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name

✓ JEFFREY THOMAS (the "Trustee")

Address

HARTMAN PARK, HARTMAN, CORSHAM, WILTSHIRE,

Postcode

S N 1 3 0 R P

Name

Address

Postcode

6**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

3 1 As a continuing security for the payment and discharge of the Secured Liability, the Borrower with full title guarantee

a) charges to the Trustee, by way of first legal mortgage, all Properties owned by the Borrower as at the date of this debenture,

b) charges to the Trustee, by way of fixed charge

i) all Properties owned by the Borrower in the future,

ii) all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this clause 3 in or over freehold or leasehold property,

iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property,

iv) all licences, consents, approvals and authorisations, statutory or otherwise held or required in connection with the Borrower's business or the use of any Charged Property and all rights in connection with them,

v) all its present and future goodwill and uncalled capital,

vi) all Equipment,

vii) all Intellectual Property,

viii) all Investments,

c) assigns to the Trustee absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, all its rights in respect of each Insurance Policy,

d) assigns to the Trustee absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, to the extent it is assignable, the benefit of each Assigned Agreement and the benefit of any guarantee or security for the performance of an Assigned Agreement, and

(Contd)

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6

Short particulars of all the property charged

Please give the short particulars of the property charged

Short particulars

e) charges to the Trustee, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to the preceding provisions of this clause (including, without limitation, any and all Book Debts and any and all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person)

3 2 The floating charge created by the above clause 3 1(e) shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if

a) the Borrower

i) creates, or attempts to create, over all or any part of the Charged Property without the prior written consent of the Trustee an Encumbrance or any trust in favour of another person, or

ii) disposes or attempts to dispose of all or any part of the Charged Property (other than property subject only to the floating charge while it remains uncrystallised which property may be disposed of in the ordinary and usual course of business), or

b) a receiver is appointed over all or any of the Charged Property that is subject to the floating charge, or

c) any person levies any distress, attachment, execution or other process against all or any part of the Charged Property,

d) the Trustee receives notice of the appointment of, or notice of an intention to appoint, an administrator of the Company, or


e) a resolution is passed or an order is made for the winding-up, liquidation or dissolution of the Borrower

3 3 Any asset acquired by the Borrower after any crystallisation of the floating charge created under this debenture which but for such crystallisation would be subject to a floating charge shall (unless the Trustee confirms in writing to the contrary) be charged to the Trustee by way of first fixed charge

3 4 The Borrower undertakes that it shall not create or permit to subsist any Encumbrance on, over or in respect of any of the Charged Property

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
	<p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	NIL	
8	Delivery of instrument	
	<p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
9	Signature	
	Please sign the form here	
Signature ✓	<div style="border: 1px solid black; padding: 5px;"> <small>Signature</small>  </div>	X
	This form must be signed by a person with an interest in the registration of the charge	

MG01

Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Harbottle & Lewis LLP

Address

14 Hanover Square

Post town

London

County/Region

Postcode

W 1 S 1 H P

Country

United Kingdom

DX

Telephone



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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.

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 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 7619797
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 NOVEMBER
2012 AND CREATED BY SKYSCAPE CLOUD SERVICES LTD FOR
SECURING £12,000.000 DUE OR TO BECOME DUE UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
14 NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 NOVEMBER
2012

2

**THIS CERTIFICATE HAS BEEN
AMENDED BY AN AMENDING
CERTIFICATE DATED**

5 December 2012



Companies House



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 7619797
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 NOVEMBER
2012 AND CREATED BY SKYSCAPE CLOUD SERVICES LTD FOR
SECURING ALL MONIES DUE OR TO BECOME DUE UP TO
£12,000,000 UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 14 NOVEMBER 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 DECEMBER
2012**



Companies House



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