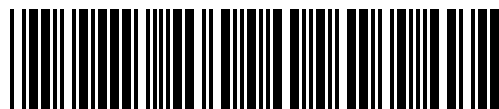




**Registration of a Charge**

Company Name: **UK PARKING CONTROL LIMITED**

Company Number: **05104383**



Received for filing in Electronic Format on the: **02/01/2024**

XCTVJLAQ

**Details of Charge**

Date of creation: **22/12/2023**

Charge code: **0510 4383 0002**

Persons entitled: **PALLADIAN INVESTMENT PARTNERS LLP AS SECURITY AGENT**

Brief description: **THE UNITED KINGDOM REGISTERED TRADE MARK TEXT "INTELLI-PARK" WITH UNITED KINGDOM REGISTERED TRADE MARK NUMBER UK00003746812. THE UNITED KINGDOM REGISTERED TRADE MARK TEXT "IWARDEN" WITH UNITED KINGDOM REGISTERED TRADE MARK NUMBER UK00002587018. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

Certification statement: **WE 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:

**OSBORNE CLARKE LLP**



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

Company number: 5104383

Charge code: 0510 4383 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2023 and created by UK PARKING CONTROL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd January 2024 .

Given at Companies House, Cardiff on 3rd January 2024

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



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

**DATED** 22 December 2023

**(1) UK PARKING CONTROL LIMITED**

**(2) TETRIS BIDCO LIMITED**

**(3) PALLADIAN INVESTMENT PARTNERS LLP**  
**(as Security Agent)**

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**DEED OF ACCESSION TO THE JUNIOR DEBENTURE**

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We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 2 January 2024

Signed

*Osborne Clarke LLP*

Osborne Clarke LLP  
One London Wall  
London  
EC2Y 5EB

**THIS DEED** is made on 22 December 2023

**BETWEEN:-**

- (1) **UK PARKING CONTROL LIMITED**, a company registered in England and Wales with company number 05104383 whose registered office is at Union House, 111 New Union Street, Coventry, England, CV1 2NT (the "**New Chargor**");
- (2) **TETRIS BIDCO LIMITED**, a company registered in England and Wales with company number 15099868 whose registered office is at 180 Piccadilly, London, England, W1J 9HF (the "**Company**"); and
- (3) **PALLADIAN INVESTMENT PARTNERS LLP** as Security Agent and trustee for the Secured Parties (as defined in the Debenture, as defined below) (the "**Security Agent**").

**RECITALS**

- (A) The Original Chargors have entered into a debenture dated 24 October 2023 (as supplemented and amended by Deeds of Accession, Supplemental Debentures or otherwise from time to time, the "**Debenture**") with the Security Agent as Security Agent and trustee for the Secured Parties.
- (B) The New Chargor at the request of the Original Chargors, and after giving due consideration to the terms and conditions of the Loan Note Documents (including, without limitation, the Debenture) and satisfying itself that there are reasonable grounds for believing that the entry into this Deed of Accession by it will be of benefit to the New Chargor, has decided in good faith and for the purpose of carrying on its business to enter into this Deed and become a Chargor under the Debenture.

**THIS DEED WITNESSES** as follows:-

1. **DEFINITIONS**

Words and expressions defined in the Debenture shall have the same meanings in this Deed unless they are expressly defined in this Deed. This Deed is a Deed of Accession.

Additionally, in this Deed:

"**Secured Obligations**" means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor (as defined in the Junior Intercreditor Deed) to any Secured Party under the Loan Note Documents (as defined in the Junior Intercreditor Deed), both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

2. **CONSTRUCTION**

2.1 Without prejudice to the operation of any applicable term of the Debenture, the principles of construction set out in clause 1.2 (*Interpretation*) of the Debenture shall apply to this Deed, insofar as they are relevant to it, as they apply to the Debenture.

2.2 Unless a contrary intention appears, any reference in this Deed to:

2.2.1 this "**Deed**" is a reference to this Deed as amended, varied, novated, supplemented and replaced from time to time; and

2.2.2 the "**New Chargor**" and "**Security Agent**" includes any one or more of its assigns, transferees and successors in title (in the case of the New Chargor to the extent such assignment, transfer or succession is expressly permitted by the Security Agent).

2.3 The provisions of clause 1.4 (*Supplemental Debenture*), clause 1.5 (*Deeds of Accession*), clause 12 (*Enforcement of Security*), clause 19.4 (*Remedies and waivers*), clause 19.6 (*Partial Invalidity*), clause 25 (*Counterparts*) and clause 27 (*Jurisdiction*) of the Debenture shall be incorporated into this Deed *mutatis mutandis* as if set out in full in this Deed and references in those clause to "this Debenture" are references to this Deed.

### 3. **ACCESSION**

The New Chargor agrees:

3.1 to become a party to and to be bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed of Accession); and

3.2 to be bound by all the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.

### 4. **SECURITY**

The New Chargor mortgages and charges to the Security Agent, as agent and trustee for the Secured Parties, all its business, undertaking and assets on the terms of clause 3 (*Fixed Security and Floating Charge*) of the Debenture, provided that such legal mortgage, fixed charge and floating charge referred to therein shall extend to:

4.1 the Real Property of the New Chargor (including, without limitation, any Real Property referred to in Schedule 3 (*Details of Real Property*)) except for any Short Leasehold Property;

4.2 the Shares of the New Chargor referred to in Schedule 1 (*Details of Shares*) hereto;

4.3 the Intellectual Property of the New Chargor (including, without limitation, any Intellectual Property referred to in Schedule 2 (*Details of Intellectual Property*)) hereto;

4.4 the Accounts and the Blocked Accounts of the New Chargor (including (including, without limitation, any Accounts and Blocked Accounts referred to in Schedule 4 (*Details of Accounts and Blocked Accounts*)) hereto;

4.5 the Tangible Moveable Property of the New Chargor;

4.6 all the present and future goodwill and rights of the New Chargor in relation to its uncalled capital;

4.7 the Investments of the New Chargor;

4.8 the Book Debts of the New Chargor;

4.9 all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims, and all returns of premium in connection with each Insurance Policy (including,

without limitation, any Insurance Policies referred to in Schedule 5 (*Details of Insurance Policies*);

- 4.10 all its rights in respect of its Intra-Group Loans; and
- 4.11 the benefit of all licenses (other than relating to Short Leasehold Properties), consents, agreements and Authorisations held or used by the New Chargor in connection with its business or any of its assets.

5. **SECURITY TO BE INCLUDED IN DEBENTURE**

For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of the New Chargor charged to the Security Agent pursuant to this Deed shall form part of the Charged Property and references in the Debenture to the security created by or pursuant to the Debenture shall be deemed to include the security created by or pursuant to this Deed.

6. **CONTINUATION OF THE DEBENTURE**

- 6.1 Subject to the amendments contained in this Deed, the provisions of the Debenture shall remain in full force and effect.
- 6.2 References in the Debenture to "this Debenture", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to the Debenture as amended by this Deed.
- 6.3 This Deed is supplemental to the Debenture. On and from the date of this Deed:
  - 6.3.1 this Deed and the Debenture shall be read and construed as one document and in particular the Charged Property shall include the Real Property referred to in the Schedule to this Deed; and
  - 6.3.2 the New Chargor acknowledges that references to the Debenture in the Loan Note Documents are references to the Debenture as amended by this Deed.
- 6.4 The New Chargor confirms:
  - 6.4.1 its knowledge and acceptance of this Deed;
  - 6.4.2 that the Debenture as supplemented by this Deed will continue to secure all liabilities which are expressed to be secured by it.

7. **DESIGNATION**

This Deed is a Loan Note Document.

8. **GOVERNING LAW**




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

**SCHEDULE 1**  
**Details of Shares**


Name of company in which Shares are held	Number and class of shares
<b>Secure-A-Space Limited</b> (CRN: 09301673)	2 ordinary shares of £1.00 each
	1 ordinary non-voting A share of £1.00 each
	1 ordinary non-voting B share of £1.00 each
	1 ordinary non-voting C share of £1.00 each
<b>IPS Intelligent Parking Systems Deutschland GmbH</b> (a Hamburg registered company, HRB: 173643)	25,000 shares of €1.00 each
<b>UKPC Management Limited</b> (CRN: 09188757)	1 ordinary share of £1.00 each
<b>Intelli-Park Limited</b> (CRN: 14607810)	1 ordinary share of £1.00 each
<b>Cruuzin Limited</b> (CRN: 14707932)	1 ordinary share of £1.00 each



**SCHEDULE 2**  
**Details of Intellectual Property**

<b>Trade marks</b>				
<b>Trade mark number</b>	<b>Filing date / Date of entry in register</b>		<b>Classes</b>	<b>Trade mark text</b>
UK00003746812	24 January 2022 / 22 April 2022		9, 35, 36, 39, 42	Intelli-Park
UK00003781987	27 April 2022 / 22 July 2022		9, 35, 36, 39, 42	
UK00002461593	17 July 2007 / 01 February 2008		9, 39, 45	
UK00002587018	07 July 2011 / 10 February 2012		38	iWarden
UK00003279516	28 December 2017 / 30 March 2018		9, 39	
UK00003073859	23 September 2014 / 16 January 2015		9	iRoute
UK00003343448	05 October 2018 /		9	

	21 December 2018			<b>iPERMIT</b>
UK00003343572	05 October 2018 / 21 December 2018		39	<b>iHUB</b>
UK00003343575	05 October 2018 / 21 December 2018		39	<b>WPS</b>
UK00003343578	05 October 2018 / 21 December 2018		39	<b>TPM</b>
UK00003343596	05 October 2018 / 21 December 2018		39	<b>iVIEW</b>
UK00003400986	21 May 2019 / 06 September 2019		39	<b>iPARK</b>
UK00003497053	04 June 2020 / 09 October 2020		39	<b>PAYPARK</b>

UK00003061351	24 June 2014 / 17 October 2014		39	
UK00003851644	21 November 2022/ 17 February 2023		9, 35, 36, 39, 42	PARKR
<b>Patents</b>				
<b>Patent number</b>		<b>Filing date/ Date of publication</b>	<b>Description</b>	
Patent application number: GB2308977.4		15 June 2023 / 2 August 2023 (Journal 7002)	eCam	

**SCHEDULE 3**  
**Details of Real Property**

None as at the date of this Deed.

**SCHEDULE 4**  
**Details of Accounts**

<b>Accounts</b>			
<b>Account number</b>	<b>Sort Code</b>	<b>Account name</b>	<b>Currency</b>
██████████	██████████	Lloyds Business Extra	GBP
██████████	██████████	Lloyds Business Extra P&D	GBP
██████████	██████████	Revolut (GBP)	GBP
██████████	██████████	Revolut Covent Garden (GBP)	GBP
████████████████████	/	Revolut (EUR)	EUR
██████████████	/	Revolut (USD)	USD
██████████	██████████	Aldermore Business Savings	GBP
██████████	██████████	Virgin Money Business Savings	GBP
██████████	██████████	Newcastle Building Society Business Savings	GBP

**SCHEDULE 5**  
**Details of Insurance Policies**

<b>Policy number</b>	<b>Insurer</b>	<b>Description</b>	<b>Policy expiry date</b>
CIA/CC/10268437	Choice Insurance Agency Limited	Commercial Combined	24 November 2024
85512572CXC	Aviva Insurance Limited	Marine Cargo	24 November 2024
GABT8558/1/23	Accident & Health Underwriting Limited	Business Travel	17 November 2024
SS FLE 3129582	AXA Insurance UK PLC	Fleet Insurance (Car & Commercial Vehicles)	24 May 2024
0006518693	HSB Engineering Insurance Limited	Contract Works / Construction Insurance	17 November 2024
ESL0039682866	CFC Underwriting Limited	Cyber Security	12 June 2024
TA0582208	Angel Risk Management Limited	Terrorism	24 November 2024

SIGNATURE PAGES TO THE DEED OF ACCESSION (DEBENTURE)

New Chargor

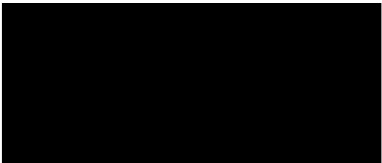
EXECUTED and DELIVERED as a Deed by )  
UK PARKING CONTROL LIMITED )  
acting by: )  
Name: Benedict Cooke )  
Title: Director )

in the presence of  
Signature of witness:

Name of witness: Angel Seeboruth  
Address:  
Occupation: Senior Brand  
Marketing Executive

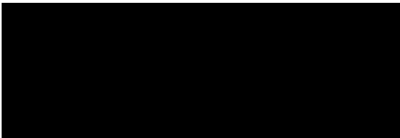
**Company**

**EXECUTED** and **DELIVERED** as a Deed by )  
**TETRIS BIDCO LIMITED** acting by: )  
Name: Benedict Cooke )  
Title: Director )



in the presence of

Signature of witness:



Name of witness: Angel Seeboruth

Address:



Occupation: Senior Brand  
Marketing Executive



**The Security Agent**

**EXECUTED and DELIVERED** as a Deed by )  
**PALLADIAN INVESTMENT PARTNERS** )  
LLP acting by: )  
)

Name: Sobhi Hatem  
Title: Authorised signatory

in the presence of  
  
Signature of witness:

Name of witness: Richard Newman  
Address:  
Occupation: Investment Manager