Registration of a Charge

Company name: CREATIVE CAR PARK LTD

Company number: 05571660

Received for Electronic Filing: 15/12/2017



Details of Charge

Date of creation: 07/12/2017

Charge code: 0557 1660 0002

Persons entitled: ROCKPOOL (SECURITY TRUSTEE) LIMITED

Brief description:

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: I 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: CHARLES RUSSELL SPEECHLYS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5571660

Charge code: 0557 1660 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th December 2017 and created by CREATIVE CAR PARK LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th December 2017.

Given at Companies House, Cardiff on 19th December 2017

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





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

Deed of Accession

DATE 7 DECEMBER 2

2017

Signed: Chaules Russell Gravelry us Dated: 14 December 2017

PARTIES

- 1 The Companies set out in Schedule 1 (the "Additional Chargors"); and
- 2 Rockpool (Security Trustee) Limited acting through its office at 52 Grosvenor Gardens, London SW1W 0AU as agent and trustee for the Secured Parties (the "Security Trustee").

BACKGROUND

- A Creative Car Park Holdings Ltd, a company incorporated in England and Wales with the registered number 11046832 and its registered office at The Studio, St Nicholas Close, Elstree, Herts, United Kingdom, WD6 3EW (the "Company") has entered into a security agreement dated

 | Proposition | 2017 (the "Security Agreement") between the Company (as Chargor) and the Security Trustee.
- B Each Additional Chargor has agreed to enter into this deed and to become an Additional Chargor under the Security Agreement.
- The Security Trustee and each Additional Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- D The Security Trustee holds the benefit of this deed on trust for the Secured Parties on the terms of the Finance Documents.

IT IS AGREED as follows:

1 Definitions and interpretation

Terms defined in the Security Agreement have the same meaning in this deed unless given a different meaning in this deed. This deed is a Finance Document.

- 2 Accession and covenant to pay
- 2.1 With effect from the date of this deed each Additional Chargor:
 - 2.1.1 will become a party to the Security Agreement as a Chargor; and
 - 2.1.2 will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor.
- 2.2 Each Additional Chargor hereby covenants with the Security Trustee (as trustee for the Secured Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Secured Parties in relation to any such Secured Liabilities or generally in respect of the Chargors.
- 2.3 Neither the covenant to pay in clause 2.2 nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law.

3 Grant of security

3.1 Fixed security

As a continuing security for the payment or discharge of the Secured Liabilities, each Additional Chargor with full title guarantee hereby:

- 3.1.1 grants to the Security Trustee (as trustee for the Secured Parties), a charge by way of legal mortgage over all its Properties which are listed in schedule 2 (Properties currently owned) to this deed;
- 3.1.2 charges to the Security Trustee (as trustee for the Secured Parties), by way of fixed charge, all its:

- 3.1.2.2 Property Interests;
- 3.1.2.3 Equipment;
- 3.1.2.4 Securities;
- 3.1.2.5 Intellectual Property;
- 3,1.2.6 Debts;
- 3.1.2.7 Accounts;
- 3.1.2.8 Pension Fund Interests;
- 3.1,2.9 Goodwill and Uncalled Capital; and
- 3.1.2.10 right, title and interest in and to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clauses 3.1.1 3.1.4 inclusive.
- 3.1.3 assigns to the Security Trustee (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies; and
- 3.1.4 assigns to the Security Trustee (as trustee for the Secured Parties), absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements.

3.2 Floating security

As a continuing security for the payment or discharge of the Secured Liabilities, each Additional Chargor with full title guarantee hereby charges to the Security Trustee (as trustee for the Secured Parties), by way of floating charge, (a) all of its undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to clauses 3.1.1-3.1.4 (*Fixed security*) inclusive and (b) all its assets situated in Scotland.

3.3 Leasehold security restrictions

3.3.1 There shall be excluded from the Security created by this deed and by the Security Agreement, and from the operation of clause Error! Reference— Secure not found. (Restrictions on dealing) of the Security Agreement, any

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Excluded Property until the relevant condition or waiver has been excluded or obtained.

For each Excluded Property, each Additional Chargor undertakes to: 3.3.2

> apply for the relevant consent or walver of prohibition or 3.3.2.1 conditions within five Business Days of the date of this deed and to use its reasonable endeavours to obtain that consent or waiver of prohibition or conditions as soon as possible;

> upon request, keep the Security Trustee informed of its 3.3.2.2 progress in obtaining such consent or waiver; and

> forthwith upon receipt of such consent or waiver, provide the 3.3.2.3 Security Trustee with a copy.

Immediately upon receipt of any consent or waiver referred to in clause 3.3.2, the relevant formerly Excluded Property shall stand charged to the Security Trustee (as trustee for the Secured Parties) under clause Error!-Reference 4.1.)

8.11.2

3.3.3

source not found., clause Error! Reference source not found. or clause 4. 1.2.1 4.1, 2.2 Errorl Reference source not found. (Fixed security) of the Security Agreement as the case may be. If required by the Security Trustee at any time following receipt of that waiver or consent, each Additional Chargor will execute a valid fixed charge in such form as the Security Trustee shall require.

Land Registry restriction 4

in respect of any Property registered at the Land Registry and charged by way of legal mortgage under this deed and/or the Security Agreement and/or pursuant to clause Errori Reference source not found. (Property acquisitions) of the Security Agreement, each Additional Chargor hereby consents to the entry of the following restriction on the register of duly authories its title to such Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [name of Security Trustee] referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer".

5 Miscellaneous

With effect from the date of this deed:

- the Security Agreement will be read and construed for all purposes as if each Additional 5.1 Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this deed);
- any reference in the Security Agreement to this deed and similar phrases will include this 5.2 deed and all references in the Security Agreement to this deed and similar phrases will include this deed and all references in the Security Agreement to Error! Reference source not found.

 (Properties currently owned) (or any part of it) will include a reference to schedule 2 (Properties currently owned) to this deed (or relevant part of it).

6

This deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

7 **Enforcement**

7,1 Jurisdiction of English courts

- 7.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "Dispute").
- 7.1.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- 7.1.3 This clause 7 is for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

8 Counterparts

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

In Witness whereof this deed has been executed by each Additional Chargor and is intended to be and is hereby delivered as a deed the day and year first above written and has been signed on behalf of the Security Trustee.

Acceding Party	Registered number	Notice details
Creative Technologies and Systems Limited	07630354	Address: The Studio, St Nicholas Close, Elstree, Herts, WD6 3EW
		Attention: the Directors
Civil Enforcement Ltd	05645677	Address: Horton house, Exchange Flags, Liverpool, Merseyside, L2 3PF
		Attention: the Directors
Creative (Contracts) Car Park Limited	05818388	Address: The Studio, St Nicholas Close, Elstree, Herts, WD6 3EW
		Attention: the Directors
Star Park Management Limited	06651610	Address: The Studio, St Nicholas Close, Elstree, Herts, WD6 3EW
		Attention: the Directors
Creative Car Park Limited	05571660	Address: The Studio, St Nicholas Close, Elstree, Herts, WD6 3EW
		Attention: the Directors
Creative Parking Limited	07630345	Address: The Studio, St Nicholas Close, Elstree, Herts, WD6 3EW
		Attention: the Directors

Properties currently owned

Part A: Registered Land

Not applicable.

Part B: Unregistered Land

Not applicable.

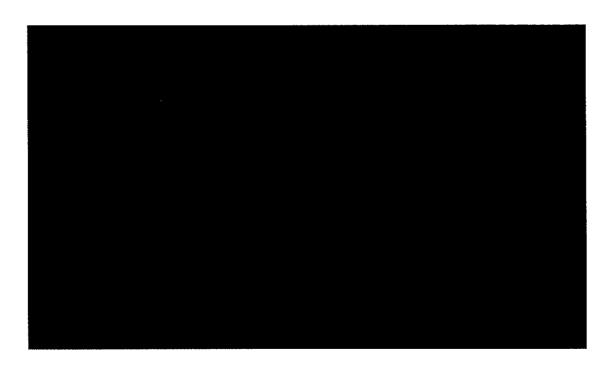
Accounts

Part 1

Designated Accounts

Not applicable.

Part 2
Trading Accounts



SIGNATORIES TO DEED OF ACCESSION TO ROCKPOOL SECURITY AGREEMENT

The Additional Chargors

TECHNOLOGIES AND SYSTEMS LIMITED acting by))	Signature of Director
Address Witness occupation: P.A.		
Notice details		
Address: The Studio, St Nicholas Close, Elstree, Herts, WD6 3EW		
EXECUTED as a DEED and DELIVERED by CIVIL		
acting by Craham Cowan)	
being a director in the presence of:)	
Signature of Witness	, ,	Signature of Director
Name (in BLOCK CAPITALS) LIANE HAMB (LIKI		
Address	1	
Witness occupation:		
Notice details		

Address: Horton House, Exchange Flags, Liverpool, Merseyside, L2 3PF

EXECUTED as a DEED and DELIVERED by CREATIVE	I	
acting by)	
being a director in the presence of:)	
Signature of Witness) -	Signature of Director
Name (in BLOCK CAPITALS) LIANE HAMBILIUI		
Address		
Witness occupation: P.A.		
Notice details		
Address: The Studio, St Nicholas Close, Elstree, Herts, WD6 3EW		
EXECUTED as a DEED and DELIVERED by STAR PARK		
acting by Graham Gran)	
being a director in the presence of:)	
Signature of Witness)) =	Signature of Director
Name (in BLOCK CAPITALS) L'ANE HAMBILIKI		
Address	,	
El 11 January 1997 (Co. 11) all all all all all all all all all al		
Witness occupation:		

Address: The Studio, St Nicholas Close, Elstree, Herts, WD6 3EW

PARK LIMITED acting by	
Signature of Witness Signature of Director	_
Name (in BLOCK CAPITALS) LIANE HAMBILIKI	
Address	•
Witness occupation:	
Notice details	
Address: The Studio, St Nicholas Close, Elstree, Herts, WD6 3EW	
EXECUTED as a DEED and DELIVERED by CREATIVE PARKING LIMITED acting by Graden Cowan being a director in the presence of: Signature of Witness Name (in BLOCK CAPITALS) LIANE HAMBILIKI Address Witness occupation: Notice details	
Address: The Studio, St Nicholas Close, Elstree, Herts, WD6 3EW	

ROCKPOOL (S acting by Andre being a director	a DEED and DELIVERED by ECURITY TRUSTEE) LIMITED))	Signature of Director		
Name (in BLOC	K CAPITALS)				
Address					
Witness occupation:					
Notice details					

Address: 52 Grosvenor Gardens, London SW1W 0AU

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

Deed of Accession

DATE

7 December

2017

Signed: Charles Russell Speechly Lip Dated: 14 December 2017

PARTIES

1

- The Companies set out in Schedule 1 (the "Additional Chargors"); and
- Rockpool (Security Trustee) Limited acting through its office at 52 Grosvenor Gardens, London SW1W 0AU as agent and trustee for the Secured Parties (the "Security Trustee").

BACKGROUND

- Creative Car Park Holdings Ltd, a company incorporated in England and Wales with the Α registered number 11046832 and Its registered office at The Studio, St Nicholas Close, Elstree, Herts, United Kingdom, WD6 3EW (the "Company") has entered into a security _ 2017 (the "Security Agreement") agreement dated 7 Y) Localizer 2017 between the Company (as Chargor) and the Security Trustee.
- Each Additional Chargor has agreed to enter into this deed and to become an Additional В Chargor under the Security Agreement.
- The Security Trustee and each Additional Chargor Intend this document to take effect as a C deed notwithstanding the fact that a party may only execute this document under hand.
- The Security Trustee holds the benefit of this deed on trust for the Secured Parties on the D terms of the Finance Documents.

IT IS AGREED as follows:

Definitions and interpretation 1

> Terms defined in the Security Agreement have the same meaning in this deed unless given a different meaning in this deed. This deed is a Finance Document.

- 2 Accession and covenant to pay
- With effect from the date of this deed each Additional Chargor: 2.1
 - will become a party to the Security Agreement as a Chargor; and 2.1.1
 - will be bound by all the terms of the Security Agreement which are expressed 2.1.2 to be binding on a Chargor.
- Each Additional Chargor hereby covenants with the Security Trustee (as trustee for the 2.2 Secured Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Secured Parties in relation to any such Secured Liabilities or generally in respect of the Chargors.
- Neither the covenant to pay in clause 2.2 nor the Security constituted by this deed shall 2.3 extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law.

3 Grant of security

3.1 Fixed security

As a continuing security for the payment or discharge of the Secured Liabilities, each Additional Chargor with full title guarantee hereby:

- 3.1.1 grants to the Security Trustee (as trustee for the Secured Parties), a charge by way of legal mortgage over all its Properties which are listed in schedule 2 (*Properties currently owned*) to this deed;
- 3.1.2 charges to the Security Trustee (as trustee for the Secured Parties), by way of fixed charge, all its:

3.1.2.1	Properties acquired by it after the date of this deed;
3.1.2.2	Property Interests;
3.1.2.3	Equipment;
3.1.2.4	Securities;
3.1.2.5	Intellectual Property;
3.1.2.6	Debts;
3.1.2.7	Accounts;
3.1.2.8	Pension Fund Interests;
3.1.2.9	Goodwill and Uncalled Capital; and
3.1.2.10	right, title and interest in and to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to

3.1.3 assigns to the Security Trustee (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies; and

clauses 3.1.1 - 3.1.4 inclusive.

3.1.4 assigns to the Security Trustee (as trustee for the Secured Partles), absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements.

3.2 Floating security

As a continuing security for the payment or discharge of the Secured Liabilities, each Additional Chargor with full title guarantee hereby charges to the Security Trustee (as trustee for the Secured Parties), by way of floating charge, (a) all of its undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to clauses 3.1.1 – 3.1.4 (*Fixed security*) inclusive and (b) all its assets situated in Scotland.

3.3 Leasehold security restrictions

3.3.1 There shall be excluded from the Security created by this deed and by the Security Agreement, and from the operation of clause Error! Reference 5.\
source not feend. (Restrictions on dealing) of the Security Agreement, any

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Excluded Property until the relevant condition or waiver has been excluded or obtained.

For each Excluded Property, each Additional Chargor undertakes to: 3.3,2

> apply for the relevant consent or waiver of prohibition or 3321 conditions within five Business Days of the date of this deed and to use its reasonable endeavours to obtain that consent or waiver of prohibition or conditions as soon as possible;

> upon request, keep the Security Trustee informed of its 3,3,2.2 progress in obtaining such consent or waiver; and

> forthwith upon receipt of such consent or waiver, provide the 3.3.2.3 Security Trustee with a copy.

Immediately upon receipt of any consent or waiver referred to in clause 3.3.2, 3.3.3 the relevant formerly Excluded Property shall stand charged to the Security Trustee (as trustee for the Secured Parties) under clause Error! Reference 4.1.1 source not found., clause Errori Reference source not found. or clause

4.1.2.

4.1.2.2 Reference source not found. (Fixed security) of the Security Agreement as the case may be. If required by the Security Trustee at any time following receipt of that waiver or consent, each Additional Chargor will execute a valid fixed charge in such form as the Security Trustee shall require.

Land Registry restriction

In respect of any Property registered at the Land Registry and charged by way of legal mortgage under this deed and/or the Security Agreement and/or pursuant to clause Error! 8.11. 2. Reference-source-net-found, (Property acquisitions) of the Security Agreement, each Additional Chargor hereby consents to the entry of the following restriction on the register of its title to such Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [1] in favour of [name of Security Trustee] referred to in the charges register or, If appropriate, signed on such proprietor's behalf by its conveyancer".

5 Miscellaneous

With effect from the date of this deed:

- the Security Agreement will be read and construed for all purposes as if each Additional 5.1 Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this deed);
- any reference in the Security Agreement to this deed and similar phrases will include this 5.2 deed and all references in the Security Agreement to Errorl-Reference source-net found. Sch (Properties currently owned) (or any part of it) will include a reference to schedule 2 (Properties currently owned) to this deed (or relevant part of it).

2 CRS LUP duly authorised

6 Governing law

This deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

7 **Enforcement**

7.1 Jurisdiction of English courts

- 7.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "Dispute").
- 7.1.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- 7.1.3 This clause 7 is for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

8 Counterparts

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

In Witness whereof this deed has been executed by each Additional Chargor and is intended to be and is hereby delivered as a deed the day and year first above written and has been signed on behalf of the Security Trustee.

Acceding Party	Registered number	Notice details
Creative Technologies and Systems Limited	07630354	Address: The Studio, St Nicholas Close, Elstree, Herts, WD6 3EW
		Attention: the Directors
Civil Enforcement Ltd	05645677	Address: Horton house, Exchange Flags, Liverpool, Merseyside, L2 3PF
		Attention: the Directors
Creative (Contracts) Car Park Limited	05818388	Address: The Studio, St Nicholas Close, Elstree, Herts, WD6 3EW
		Attention: the Directors
Star Park Management Limited	06651610	Address: The Studio, St Nicholas Close, Elstree, Herts, WD6 3EW
		Attention: the Directors
Creative Car Park Limited	05571660	Address: The Studio, St Nicholas Close, Elstree, Herts, WD6 3EW
		Attention: the Directors
Creative Parking Limited	07630345	Address: The Studio, St Nicholas Close, Elstree, Herts, WD6 3EW
		Attention: the Directors

Properties currently owned

Part A: Registered Land

Not applicable.

Part B: Unregistered Land

Not applicable.

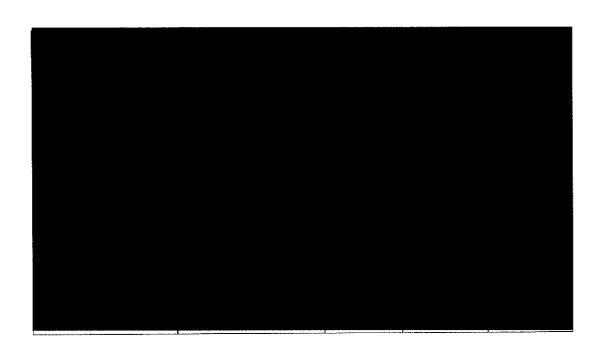
Accounts

Part 1

Designated Accounts

Not applicable.

Part 2
Trading Accounts



SIGNATORIES TO DEED OF ACCESSION TO ROCKPOOL SECURITY AGREEMENT

The Additional Chargors

TECHNOLOGIE	a DEED and DELIVERED by CREATIVE IS AND SYSTEMS LIMITED)	
acting by	in the presence of:)	
-	ness)	Signature of Director
	K CAPITALS)		
Address			
Witness occupa	tion:		
Notice details			
Address: The St	tudio, St Nicholas Close, Elstree, Herts, WD6 3EW		
ENFORCEMEN	a DEED and DELIVERED by CIVIL IT LIMITED)	
acting by being a director	in the presence of:)	
Signature of Wi	tness)	Signature of Director
Name (in BLOC	CK CAPITALS)		
Address			
Witness occupa	ation:		
Notice details			

Address: Horton House, Exchange Flags, Liverpool, Merseyside, L2 3PF

EXECUTED as a DEED and DELIVERED by CREATIVE (CONTRACTS) CAR PARK LIMITED		
acting by)	
being a director in the presence of:)	
Signature of Witness	}	Signature of Director
Name (in BLOCK CAPITALS)		
Address		
Witness occupation:		
Notice details		
Address: The Studio, St Nicholas Close, Elstree, Herts, WD6 3EW		
EXECUTED as a DEED and DELIVERED by STAR PARK MANAGEMENT LIMITED acting by)	
being a director in the presence of:)	
Signature of Witness)	Signature of Director
Name (in BLOCK CAPITALS)		
Address		
Witness occupation:		
Notice details		
Address: The Studio, St Nicholas Close, Elstree, Herts, WD6 3EW		

EXECUTED as a DEED and DELIVERED by CREATIVE CAR PARK LIMITED)	
acting by	, ,	
being a director in the presence of:)	
Signature of Witness) Signature of Director	
Name (in BLOCK CAPITALS)		
Address		
Witness occupation:		
Notice details		
Address: The Studio, St Nicholas Close, Elstree, Herts, WD6 3EW		
EXECUTED as a DEED and DELIVERED by CREATIVE PARKING LIMITED		
acting by)	
being a director in the presence of:		
Signature of Witness) Signature of Director	
Name (in BLOCK CAPITALS)		
Address		
Address		

THE SECURITY TRUSTEE EXECUTED as a DEED and DELIVERED by ROCKPOOL (SECURITY TRUSTEE) LIMITED acting by Andrew Green being a director in the presence of a few signature of Witness)))	Signature of Director
Name (in BLOCK CAPITALS) FLONA CUIFFT		
Address		
Witness occupation: Team Assistant		
Notice details		
Address: 52 Grosvenor Gardens, London SW1W 0AU		