



Registration of a Charge

Company name: **CREATIVE CAR PARK BIDCO LTD**

Company number: **11074716**

Received for Electronic Filing: **15/12/2017**



Details of Charge

Date of creation: **07/12/2017**

Charge code: **1107 4716 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: 11074716

Charge code: 1107 4716 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th December 2017 and created by CREATIVE CAR PARK BIDCO 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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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.

Signed: *Charles Russell Speechley*

Dated: *14 December 2017*

Deed of Accession

DATE *7 December* 2017

PARTIES

- 1 Creative Car Park Bidco Ltd of (registered number 11074716) of The Studio, St Nicholas Close, Elstree, Hertfordshire, WD6 3EW (the "Additional Chargor"); 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 *7 December* 2017 (the "Security Agreement") between the Company (as Chargor) and the Security Trustee.
- B The Additional Chargor has agreed to enter into this deed and to become an Additional Chargor under the Security Agreement.
- C The Security Trustee and the 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 the 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 The 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, the 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 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, the 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 source not found.~~ (Restrictions on dealing) of the Security Agreement, any

5.1

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

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

3.3.2.1 apply for the relevant consent or waiver of prohibition or 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;

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

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

3.3.3 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~~ ^{4.1.1} ~~source not found.~~, clause ~~Error-Reference~~ ^{4.1.2.1} ~~source not found.~~ or clause ~~Error-Reference~~ ^{4.1.2.1} ~~source not found.~~ 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, the Additional Chargor will execute a valid fixed charge in such form as the Security Trustee shall require.

CRS LLP

duly
authorised

4 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-Reference~~ ^{8.11.2} ~~source not found.~~ (Property acquisitions) of the Security Agreement, the Additional Chargor hereby consents to the entry of the following restriction on the register of its title to such Property:

8.11.2

CRS LLP

duly
authorised

"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:

5.1 the Security Agreement will be read and construed for all purposes as if the Additional 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);

5.2 any reference in the Security Agreement to this deed and similar phrases will include this deed and all references in the Security Agreement to ~~Error-Reference~~ ^{Schedule 3} ~~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).

Schedule
3

6 Governing law

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

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duly
authorised

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 the 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.

SCHEDULE 1

Properties currently owned

Part A: Registered Land

Not applicable.

Part B: Unregistered Land

Not applicable.

SCHEDULE 2

Accounts

Part 1

Designated Accounts

Not applicable.

Part 2

Trading Accounts

Not applicable.

SIGNATORIES TO DEED OF ACCESSION TO ROCKPOOL SECURITY AGREEMENT

The Additional Chargor

EXECUTED as a **DEED** and **DELIVERED** by **CREATIVE CAR
PARK BIDCO LTD**

acting by Gary Wayne
being a director in the presence of

Signature of Witness [Redacted]

Name (in BLOCK CAPITALS) LEANNE MALINO

Address [Redacted]

Witness occupation: SOLICITOR

Notice details

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

)
)
)
)
[Redacted Signature]

Signature of Director

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:

Signature of Witness

Name (in BLOCK CAPITALS)

Address

Witness occupation:

Notice details

Address: 52 Grosvenor Gardens, London SW1W 0AU

)
)
)
)
[Redacted Signature]
Signature of Director

I certify that save for material redacted pursuant to section 859 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 Speechlys LLP

PARTIES

Dated: 14 December 2017

- 1 Creative Car Park Bidco Ltd of (registered number 11074716) of The Studio, St Nicholas Close, Elstree, Hertfordshire, WD6 3EW (the "**Additional Chargor**"); 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

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2.2 The 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, the 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 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, the 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 5.1** ~~source not found~~ (*Restrictions on dealing*) of the Security Agreement, any

CRS UP
duly authorised

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

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

3.3.2.1 apply for the relevant consent or waiver of prohibition or 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;

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

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

3.3.3 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 source not found.~~ **4.1.1**

*CRS LLP
duly authorised* ~~4.1.2.2 (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, the Additional Chargor will execute a valid fixed charge in such form as the Security Trustee shall require. **→ 4.1.2.1**

4 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! Reference source not found.~~ **8.11.2** (Property acquisitions) of the Security Agreement, the Additional Chargor hereby consents to the entry of the following restriction on the register of its title to such Property: *CRS LLP
duly authorised*

"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".

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With effect from the date of this deed:

5.1 the Security Agreement will be read and construed for all purposes as if the Additional 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);

5.2 any reference 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.~~ **Schedule 3** (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). *CRS LLP
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**").
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8 **Counterparts**

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SCHEDULE 1

Properties currently owned

Part A: Registered Land

Not applicable.

Part B: Unregistered Land

Not applicable.

SCHEDULE 2

Accounts

Part 1

Designated Accounts

Not applicable.

Part 2

Trading Accounts

Not applicable.

SIGNATORIES TO DEED OF ACCESSION TO ROCKPOOL SECURITY AGREEMENT

The Additional Chargor

EXECUTED as a **DEED** and **DELIVERED** by **CREATIVE CAR**
PARK BIDCO LTD
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, United Kingdom,
WD6 3EW

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 _____

)
)
)
)

Signature of Witness 

Signature of Director

Name (in BLOCK CAPITALS) *FIONA CLIFFT*

Address 

Witness occupation: *Team Assistant*

Notice details

Address: 52 Grosvenor Gardens, London SW1W 0AU