

000759/69

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006.

# MR01

## Particulars of a charge



Companies House



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is be payable with this form  
Please see 'How to pay' on the last page.

☒ **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.

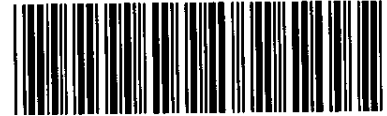
For further information, please  
refer to our guidance at:  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

This form **must be delivered to the Registrar for registration w  
21 days** beginning with the day after the date of creation of the cha  
delivered outside of the 21 days it will be rejected unless it is accom  
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 origina**

SATURDAY



\*A8KAT7G9\*

A09

14/12/2019

#16

COMPANIES HOUSE

### 1 Company details

Company number 0 2 6 3 2 7 7 4

Company name in full Colts Cabs Limited

For official use

#### → Filling 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 d 1 d 1 m 1 m 2 y 2 y 0 y 1 y 9

### 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 Fern Trading Limited

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.

MR01

Particulars of a charge

|                   |  |   |
|-------------------|--|---|
| <b>4</b>          | <b>Brief description</b>   |   |
|                   | 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.  | 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".<br><br>Please limit the description to the available space. |
| Brief description | (1) All estates or interests in any freehold or leasehold property now or subsequently owned by the Chargor; and (2) all the Intellectual Property (as defined therein).<br><br>For more details please refer to the instrument.   |   |
| <b>5</b>          | <b>Other charge or fixed security</b>  |   |
|                   | 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.<br><br><input checked="" type="checkbox"/> <b>Yes</b><br><input type="checkbox"/> <b>No</b>   |   |
| <b>6</b>          | <b>Floating charge</b>   |   |
|                   | Is the instrument expressed to contain a floating charge? Please tick the appropriate box.<br><br><input checked="" type="checkbox"/> <b>Yes</b> Continue<br><input type="checkbox"/> <b>No</b> Go to <b>Section 7</b><br><br>Is the floating charge expressed to cover all the property and undertaking of the company?<br><br><input checked="" type="checkbox"/> <b>Yes</b> |   |
| <b>7</b>          | <b>Negative Pledge</b>   |   |
|                   | 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.<br><br><input checked="" type="checkbox"/> <b>Yes</b><br><input type="checkbox"/> <b>No</b>   |   |
| <b>8</b>          | <b>Trustee statement <sup>①</sup></b>  |   |
|                   | 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.<br><br><input type="checkbox"/>   | <b>①</b> This statement may be filed after the registration of the charge (use form MR06).  |
| <b>9</b>          | <b>Signature</b>   |   |
|                   | Please sign the form here.   |   |
| Signature         | Signature<br><b>X</b> Acuity Law Limited <b>X</b>  |   |
|                   | This form must be signed by a person with an interest in the charge.   |   |

# MR01

## 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 **George Walker**

Company name **Acuity Law Limited**

Address **21 Ganton Street**

Post town **London**

County/Region

Postcode **W 1 F 9 B N**

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 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 £23 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



**FILE COPY**

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

Company number: 2632774

Charge code: 0263 2774 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th December 2019 and created by COLTS CABS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th December 2019.

Given at Companies House, Cardiff on 17th December 2019



**Companies House**



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

## SUPPLEMENTAL SECURITY AGREEMENT

COLTS CABS LIMITED (the **Chargor**) (1)

and

FERN TRADING LIMITED (the **Lender**) (2)

We certify this to be a true copy of the original

*Acuity Law Limited*

**Acuity Law Limited**

**Dated:** 12.12.2019

Ref: AR06/GS06  
Borges Salmon LLP  
[www.borges-salmon.com](http://www.borges-salmon.com)  
**Tel: +44 (0)117 307 6962**  
**Fax: +44 (0)117 902 4400**

WORK\35014425\w.1

**Borges  
Salmon**

40530.61  
Classification: Confidential

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THIS DEED is made on

11 December

2019

**BETWEEN:**

- (1) **COLTS CABS LIMITED** a company incorporated in England and Wales (Registered No. 02632774) whose registered office is at 5 Elstree Gate, Elstree Way, Borehamwood, Herts WD6 1JD (the "**Chargor**"); and
- (2) **FERN TRADING LIMITED** (the "**Lender**").

**BACKGROUND:**

- (A) The Chargor and the Lender are party to the Security Agreement and this Deed is supplemental to the Security Agreement.
- (B) Under this Deed, the Chargor provides security to the Lender.
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**IT IS AGREED** as follows:

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed:

**Additional Security Assets** means each asset of the Chargor which is, or is expressed to be, subject to any Security created by this Deed.

**Qualifying Vehicles** means the vehicles the details of which are set out in Schedule 1 (*Additional Security Assets*).

**Security Agreement** means the security agreement dated 14<sup>th</sup> November 2019 and made between the Chargor and the Lender.

**1.2 Definitions and interpretation in Security Agreement**

The terms of clause 1 (*Definitions and Interpretation*) of the Security Agreement shall apply in this Deed with all necessary modifications and as if they were set out in full in this Deed.

**1.3 Construction**

- (a) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported

disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

- (b) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

#### **1.4 Effect as a Deed**

This Deed is intended to take effect as a deed notwithstanding that the Lender may have executed it under hand only.

#### **1.5 Third party rights**

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

### **2 CREATION OF SECURITY**

#### **2.1 General**

- (a) The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- (b) All the security created under this Deed:
  - (i) is created in favour of the Lender;
  - (ii) is created over present and future assets of the Chargor;
  - (iii) is security for the payment of all the Secured Liabilities; and
  - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

#### **2.2 Qualifying Vehicles**

The Chargor charges by way of first fixed charge the Qualifying Vehicles.



## **2.3 Insurances**

- (a) The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest in each case in respect of the Qualifying Vehicles (together, the **Insurance Rights**).
- (b) To the extent that they have not been effectively assigned under paragraph (a) above, the Chargor charges by way of a first fixed charge all of its Insurance Rights.

## **2.4 Relevant Contracts and other contracts**

- (a) The Chargor:
  - (i) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights any document, agreement or instrument to which it is party in respect of any Qualifying Vehicle; and
  - (ii) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party relating to the Qualifying Vehicles except to the extent that it is subject to any fixed security created under any other term of this Clause 2.
- (b) To the extent that they have not been effectively assigned under paragraph (a)(i) above, the Chargor charges by way of a first fixed charge all of its rights listed under paragraph (a)(i) above.

## **2.5 Floating charge**

The Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2.

## **3 RESTRICTIONS ON DEALINGS**

### **3.1 Security**

Except as expressly allowed under the Facility Agreement or this Deed, the Chargor must not create or permit to subsist any Security on any Security Asset.

### **3.2 Disposals**

Except as expressly allowed under the Facility Agreement or this Deed, the Chargor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset.

## **4 INCORPORATION**

### **4.1 Incorporation**

All the terms, powers and provisions contained in the Security Agreement are deemed to be incorporated into this Deed as if set out in full in this Deed (with all necessary modifications) and shall apply to the Additional Security Assets as if included in and mortgaged, charged or assigned by the Security Agreement.

### **4.2 Continuation**

- (a) Except insofar as supplemented hereby, the Security Agreement will remain in full force and effect.
- (b) The definition of Security Assets in the Security Agreement shall hereby include the Additional Security Assets.
- (c) References in the Security Agreement to "this Deed" and similar expressions shall be deemed to be references to the Security Agreement as supplemented by this Deed and to this Deed.

## **5 DESIGNATION**

This Deed and the Security Agreement as supplemented by this Deed shall be designated a Finance Document for all purposes, including the Facility Agreement.

## **6 GOVERNING LAW**

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

**THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.**

### Schedule 1

#### Qualifying Vehicles

|    | Make & Model | LEVC Order No. | LEVC Invoice No. | VIN (Chassis No.)    | VIN (Registration No.) |
|----|--------------|----------------|------------------|----------------------|------------------------|
| 1  | LEVC TX      | 15012          | 1009574          | SCRETA5T9KA003566    | LL69 KMZ               |
| 2  | LEVC TX      | 15013          | 1009573          | SCRETA5T4KA003569    | LL69 KNS               |
| 3  | LEVC TX      | 15229          | 1009588          | SCRETA5T7KA003405    | LL69 KNV               |
| 4  | LEVC TX      | 15011          | 1009575          | SCRETA5T5KA003547    | LL69 KNZ               |
| 5  | LEVC TX      | 15077          | 1009572          | SCRETA5T3KA003269    | LM69 VJA               |
| 6  | LEVC TX      | 15080          | 1009587          | SCRETA5T3KA003563    | LM69 VJX               |
| 7  | LEVC TX      | 15223          | 1009590          | SCRETA5TXKA003575    | LL69 KOJ               |
| 8  | LEVC TX      | 15221          | 1009592          | SCRETA5T5KA003578    | LR69 WRX               |
| 9  | LEVC TX      | 15078          | 1009591          | SCRETA5T3KA003577    | LR69 WUW               |
| 10 | LEVC TX      | 15238          | 1009609          | SCRETA5T0KA003598    | LR69 ZXW               |
| 11 | LEVC TX      | 15237          | 1009611          | SCRETA5T9KA003597    | LL69 ZYM               |
| 12 | LEVC TX      | 15222          | 1009593          | SCRETA5T3KA003580    | LR69 WNW               |
| 13 | LEVC TX      | 15240          | 1009607          | SCRETA5T8KA003638    | LL69 ZYO               |
| 14 | LEVC TX      | 15220          | 1009608          | SCRETA5T9KA003647    | LL69 ZXG               |
| 15 | LEVC TX      | 15239          | 1009610          | SCRETA5T7KA003596    | LL69 ZXA               |
| 16 | LEVC TX      | 15287          | 1009690          | SCRETA5T6KA003718    | LL69 ZYJ               |
| 17 | LEVC TX      | 15291          | 1009702          | SCRETA5T8KA003767    | LO69 MXD               |
| 18 | LEVC TX      | 15292          | 1009706          | SCRETA5T0KA003780    | LO69 MXE               |
| 19 | LEVC TX      | 15283          | 1009691          | SCRETA5T1KA003769    | LL69 ZZW               |
| 20 | LEVC TX      | 15294          | 1009692          | SCRETA5T9KA003776    | LO69 MXB               |
| 21 | LEVC TX      | 15295          | 1009693          | SCRETA5T5KA003757    | LO69 ABN               |
| 22 | LEVC TX      | 15293          | 1009694          | SCRETA5T8KA003753    | LO69 MXC               |
| 23 | LEVC TX      | 15289          | 1009697          | SCRETA5TXKA003706    | LO69 ABU               |
| 24 | LEVC TX      | 15288          | 1009695          | SCRESCRETA5T8KA00370 | LR69 WUU               |
| 25 | LEVC TX      | 15286          | 1009707          | SCRETA5T4KA003717    | LO69 MXF               |

EXECUTION PAGE

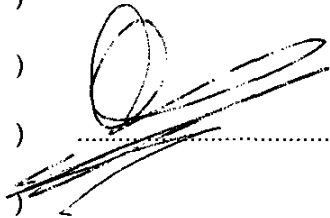
CHARGOR

EXECUTED as a DEED by )

COLTS CABS LIMITED )

acting by: )

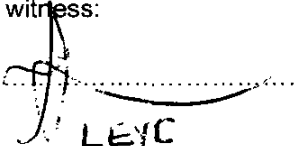
Director )



in the presence of a witness: )

Name of witness: )

Address: )



LETC


59-41 BREWERY ROAD  
LONDON N7 9QH

**LENDER**

**SIGNED by FERN TRADING LIMITED** )

acting by: )

Authorised Signatory )

  
.....