



Registration of a Charge

Company name: **SPRINT LIMITED**

Company number: **03416118**

Received for Electronic Filing: **12/03/2020**



X90NBL5D

Details of Charge

Date of creation: **06/03/2020**

Charge code: **0341 6118 0004**

Persons entitled: **GLAS TRUST CORPORATION LIMITED (AS SECURITY AGENT FOR THE SECURED PARTIES (EACH AS DEFINED IN THE INSTRUMENT))**

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:

DECHERT LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3416118

Charge code: 0341 6118 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th March 2020 and created by SPRINT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th March 2020 .

Given at Companies House, Cardiff on 13th March 2020

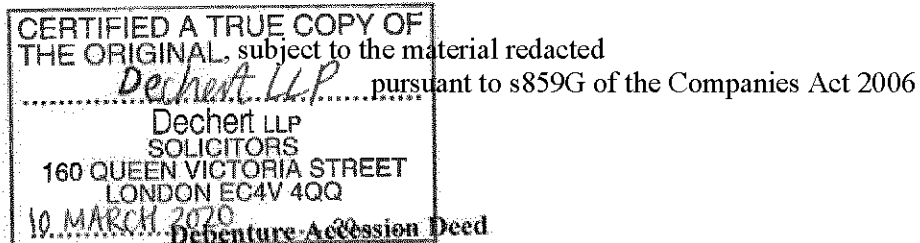
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



THIS ACCESSION DEED is made on

6 March

2020

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 TO THIS DEED (each an "Acceding Company" and together the "Acceding Companies");
- (2) ECLIPSE (MIDCO 2) LIMITED, a company incorporated in England and Wales with registered number 12474568 (the "Parent"); and
- (3) GLAS TRUST CORPORATION LIMITED (as Security Agent for the Secured Parties (as defined below)) (the "Security Agent").

BACKGROUND

This Accession Deed is supplemental to a debenture dated 2 March 2020 and made between (1) the Chargors named in it and (2) the Security Agent (the "Debenture").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2. ACCESSION OF EACH ACCEDING COMPANY

(a) Accession

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

(b) Covenant to pay

Without prejudice to the generality of Clause 2(a) (*Accession*), each Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants and undertakes in the terms set out in Clause 2 (*Covenant to pay*) of the Debenture.

(c) **Charge and assignment**

Without prejudice to the generality of Clause 2(a) (*Accession*), each Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in Clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first legal mortgage all the Material Property (if any) vested in or charged to each Acceding Company (including, without limitation, the property specified against its name in Part A of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (ii) by way of first fixed charge:
 - (A) all the Charged Securities (including, without limitation, those specified against its name in Part B of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)); together with
 - (B) all Related Rights from time to time accruing to them;
- (iii) by way of first fixed charge each of its Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in Part C of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in Part D of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in Part E of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in Part F of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all claims under the Insurances and all proceeds of the Insurances; and
- (vii) by way of first floating charge all of its present and future assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to Clause 3 (*Grant of security*) or Clause 4 (*Fixed security*) of the Debenture or this Clause 2(c) or any other provision of the Debenture.

(d) **Representations**

Each Acceding Company makes the representations and warranties set out in this paragraph (d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

- (i) each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in Schedule 2 (*Details of Security Assets owned by the Acceding Companies*);
- (ii) the Charged Securities listed in Part B of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company; and
- (iii) Part A of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all Material Property which is beneficially owned by each Acceding Company at the date of this Deed.

(e) **Consent**

Pursuant to Clause 23.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor.

3. **CONSTRUCTION OF DEBENTURE**

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

4. **THIRD PARTY RIGHTS**

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or enjoy the benefit of any term of this Accession Deed.

5. **NOTICE DETAILS**

Notice details for each Acceding Company are those identified with its name below.

6. **COUNTERPARTS**

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

7. **GOVERNING LAW**

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

IN WITNESS of which this Accession Deed has been duly executed by each Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Parent.

SCHEDULE 1

The Acceding Companies

Company name	Registered number	Registered office
Focus 4 U Ltd.	04771242	Focus House, Ham Road, Shoreham-By-Sea, England, BN43 6PA
Calibre Network Limited	04628107	Focus House, Ham Road, Shoreham-By-Sea, England, BN43 6PA
Calibre Telecoms Limited	04136847	Focus House, Ham Road, Shoreham-By-Sea, England, BN43 6PA
Rainbow Telecom Limited	04371499	Focus House, Ham Road, Shoreham-By-Sea, England, BN43 6PA
SIPP Telecoms Ltd	09443189	Focus House, Ham Road, Shoreham-By-Sea, England, BN43 6PA
CityTalk Communications Limited	06231416	Hewgate House Rabans Lane, Rabans Lane Industrial Area, Aylesbury, England, HP19 8RT
Sprint Limited	03416118	Focus House, Ham Road, Shoreham-By-Sea, England, BN43 6PA
Crowthorne Associates Limited	03128187	Focus House, Ham Road, Shoreham-By-Sea, England, BN43 6PA
System Finance Limited	09104560	Focus House, Ham Road, Shoreham-By-Sea, England, BN43 6PA
IT First Ltd	03222864	Focus House, Ham Road, Shoreham-By-Sea, England, BN43 6PA

SCHEDULE 2

Details of Security Assets owned by the Acceding Companies

Part A Material Property

Registered land			
Acceding Company	Address	Description of Property	Title number
None as at the date of this Accession Deed.			
Unregistered land			
Acceding Company	Address	Document describing the Material Property	
		Date	Document
None as at the date of this Accession Deed.			

Part B Charged Securities

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Focus 4 U Ltd.	Calibre Network Limited	A Ordinary	6	£6.00
		C Ordinary	4	£4.00
	Calibre Telecoms Limited	Ordinary A	251	£251.00
		Ordinary B	250	£250.00
		Ordinary C	50	£50.00
		Ordinary D	50	£50.00
	CityTalk Communications Limited	Ordinary	1000	£100.00
	Crowthorne Associates Limited	Ordinary	100	£100.00
		Ordinary A	1	£1.00
		Ordinary B	1	£1.00
	Rainbow Telecom Limited	A Ordinary	130	£130.00
		B Ordinary	30	£30.00



Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
		C Ordinary	20	£20.00
		D Ordinary	20	£20.00
	SIPP Telecoms Ltd	Ordinary	95	£0.95
		B Ordinary	5	£0.05
	Sprint Limited	Ordinary	57	£57.00
		B Non Voting	1	£1.00
		C Non Voting	1	£1.00
		G Ordinary	5	£5.00
		H Ordinary	5	£5.00
	System Finance Limited	Ordinary	600	£6.00
	IT First Ltd	A Ordinary	95	£95.00
		B Ordinary	5	£5.00


Part C Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Calibre Network Limited	██████608	Barclays	Lewes, Leicestershire, LE87 2BB 20-49-76
Focus 4 U Ltd.	██████973	HSBC	125 Church Road, Hove, East Sussex, BN3 2AN 40-25-03
Calibre Telecoms Limited	██████426	Barclays	Lewes, Leicestershire, LE87 2BB 20-49-76
CityTalk Communications Limited	██████909	HSBC	8 Market Square, Aylesbury, Buckinghamshire, HP20 1TW 40-08-39

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Crowthorne Associates Limited	■■■■008	RBS	Drummond House, Redheughs Avenue, Edinburgh, EH12 9RH 16-00-16
IT First Ltd	■■■■542	Natwest	Haywards Heath 60-04-11
Rainbow Telecom Limited	■■■■049	HSBC	125 Church Road, Hove, East Sussex, BN3 2AN 40-25-03
SIPP Telecoms Ltd	■■■■440	Natwest	Eastbourne Town Centre Branch 52-41-00
Sprint Limited	■■■■245	HSBC	60 Castle Square, Brighton, BN1 1DX 16-14-24
System Finance Limited	■■■■588	HSBC	153 North Street, Brighton, East Sussex, BN1 1SW 40-14-03

Part D Intellectual Property

Part D1 - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
Focus 4 U Ltd.	UK3118154	England and Wales	9, 35, 36, 37, 38, 42	FOCUS
	UK3128257	England and Wales	35	
	UK3128259	England and Wales	35	FOCUS
	UK3118271	England and Wales	9, 35, 36, 37, 38, 42	

Crowthorne Associates Limited	UK2614265	England and Wales	9, 35, 37, 38, 42	
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Part D2 - Patents		
Proprietor/ADP number	Patent number	Description
None as at the date of this Accession Deed.		

Part E Relevant Contracts

Acceding Company	Date of Relevant Contract	Parties	Details of Relevant Contract
None as at the date of this Accession Deed.			

Part F Insurances

Acceding Company	Insurer	Policy number
Crowthorne Associates Limited	Hiscox Insurance Company Limited	PL-PSC04001776342/03
Focus 4 U Ltd.	Hiscox Insurance Company Limited	HU P16 1901666
	Chubb European Group SE	UKDAO059334118
	Vitality Health Limited	52172843
	AXA Insurance UK plc	SS FLE 7038981
IT First Ltd	Aviva Insurance Limited	97MF18069900
Sprint Limited	Ageas Insurance Limited	SE/4637987X

EXECUTION PAGES

Executed as a deed, but not delivered until the)
first date specified on page 1, by FOCUS 4 U)
LTD, acting by:)

Director

Witness signature


Witness name:

Witness address:

Address:

Email:

Attention:


JAMES HUNT
Osborne Clarke LLP
One London Wall,
London
EC2Y 5EB
Focus House
20 Ham Road
Shoreham-By-Sea BN43 6PA

james.fletcher@focusgroup.co.uk

James Fletcher

Executed as a deed, but not delivered until the)
first date specified on page 1, by CALIBRE)
NETWORK LIMITED acting by:)

Director

Witness signature

Witness name:

Witness address:

[Redacted]

JAMES HUNT

Osborne Clarke LLP
One London Wall,
London

Address:

Focus House EC2Y 5EB
20 Ham Road
Shoreham-By-Sea BN43 6PA

Email:

james.fletcher@focusgroup.co.uk

Attention:

James Fletcher

Executed as a deed, but not delivered until the)
first date specified on page 1, by CALIBRE)
TELECOMS LIMITED acting by:)

Director

Witness signature

Witness name:

Witness address:

[Redacted]

JAMES HUNT

Osborne Clarke LLP
One London Wall,
London

Address:

Focus House EC2Y 5EB
20 Ham Road
Shoreham-By-Sea BN43 6PA

Email:

james.fletcher@focusgroup.co.uk

Attention:

James Fletcher

Executed as a deed, but not delivered until the)
first date specified on page 1, by RAINBOW)
TELECOM LIMITED acting by:)

Director

Witness signature

Witness name:

Witness address:


JAMES HUNT

Osborne Clarke LLP

One London Wall,

London

EC2Y 5EB

Address: Focus House
20 Ham Road
Shoreham-By-Sea BN43 6PA

Email: james.fletcher@focusgroup.co.uk

Attention: James Fletcher


Executed as a deed, but not delivered until the)
first date specified on page 1, by SIPP)
TELECOMS LTD acting by:)

Director

Witness signature

Witness name:

Witness address:


JAMES HUNT
Osborne Clarke LLP
One London Wall,
London
EC2Y 5EB

Address:

Focus House
20 Ham Road
Shoreham-By-Sea BN43 6PA

Email:

james.fletcher@focusgroup.co.uk

Attention:

James Fletcher


Executed as a deed, but not delivered until the)
first date specified on page 1, by CITYTALK)
COMMUNICATIONS LIMITED acting by:)

Director

Witness signature

Witness name:

Witness address:


JAMES HUNT
Osborne Clarke LLP
One London Wall,
London
EC2Y 5EB

Address: Focus House
20 Ham Road
Shoreham-By-Sea BN43 6PA

Email: james.fletcher@focusgroup.co.uk

Attention: James Fletcher

Executed as a deed, but not delivered until the)
first date specified on page 1, by SPRINT)
LIMITED acting by:)

Director

Witness signature

Witness name:

Witness address:

Osborne Clarke LLP
One London Wall,
London

Address: Focus House EC2Y 5EB
20 Ham Road
Shoreham-By-Sea BN43 6PA

Email: james.fletcher@focusgroup.co.uk

Attention: James Fletcher

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
CROWTHORNE ASSOCIATES LIMITED)
acting by:

Director

Witness signature

Witness name:

Witness address:

[Redacted]

JAMES HUNT

Osborne Clarke LLP
One London Wall,
London

Address: Focus House EC2Y 5EB
20 Ham Road
Shoreham-By-Sea BN43 6PA

Email: james.fletcher@focusgroup.co.uk

Attention: James Fletcher

Executed as a deed, but not delivered until the)
first date specified on page 1, by SYSTEM)
FINANCE LIMITED acting by:)

Director

Witness signature

Witness name:

Witness address:

[Redacted]

JAMES HUNT

Osborne Clarke LLP
One London Wall,
London

Address:

Focus House EC2Y 5EB
20 Ham Road
Shoreham-By-Sea BN43 6PA

Email:

james.fletcher@focusgroup.co.uk

Attention:

James Fletcher


Executed as a deed, but not delivered until the)
first date specified on page 1, by IT FIRST LTD)
acting by:)

Director

Witness signature

Witness name:

Witness address:


JAMES HUNT
Osborne Clarke LLP
One London Wall
London

Address: Focus House EC2Y 5EB
20 Ham Road
Shoreham-By-Sea BN43 6PA

Email: james.fletcher@focusgroup.co.uk

Attention: James Fletcher

THE PARENT


Executed as a deed, but not delivered until the)
first date specified on page 1, by ECLIPSE)
(MIDCO 2) LIMITED acting by:)

Director _____

Witness signature _____

Witness name: _____

Witness address: _____


JAMES HUNT
Osborne Clarke LLP
One London Wall,
London
EC2Y 5EB

Address: Focus House
20 Ham Road
Shoreham-By-Sea BN43 6PA

Email: james.fletcher@focusgroup.co.uk

Attention: James Fletcher

THE SECURITY AGENT

Signed by _____ for and)
on behalf of GLAS TRUST)
CORPORATION LIMITED:)

Signature



Grace Wang
Transaction Manager

Address: 45 Ludgate Hill, London, EC4M 7JU

Fax: +44 (0) 20 3070 0113

Attention: Transaction Management Group / Eclipse (Bidco)
Limited