



Registration of a Charge

Company name: **SPICE VEHICLE LEASING LIMITED**

Company number: **04259954**



X4Z2MK3T

Received for Electronic Filing: **21/01/2016**

Details of Charge

Date of creation: **15/01/2016**

Charge code: **0425 9954 0003**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS SECURITY AGENT**

Brief description: **THIS ACCESSION RELATES TO A DEBENTURE DATED 30.12.2015 BETWEEN (1) SCHULTZ PARENT LIMITED, (2) SCHULTZ BIDCO LIMITED AND (3) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS SECURITY AGENT**

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: **PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4259954

Charge code: 0425 9954 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th January 2016 and created by SPICE VEHICLE LEASING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st January 2016 .

Given at Companies House, Cardiff on 22nd January 2016

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

DEED OF ACCESSION

THIS DEED is made on 15 January 2016

BETWEEN:-

- (1) **THE COMPANIES LISTED AT SCHEDULE 1** (the "New Chargors");
- (2) **SCHULTZ PARENT LIMITED** (company number 9925153) (the "Parent") for itself and as agent for and on behalf of each of the other Chargors (as defined in the Debenture referred to below); and
- (3) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as security agent and trustee for itself and each of the Secured Parties acting pursuant to the provisions of, and with the benefit of the protections set out in the Intercreditor Agreement (the "Security Agent").

INTRODUCTION

- (A) The New Chargors are each, or will on the date of this Deed become, a Subsidiary of the Parent.
- (B) This Deed is supplemental to a deed dated 30 December 2015 (as supplemented and amended from time to time, the "Debenture") between, among others, the Parent, each of the companies named in the Debenture as Chargors, and HSBC Corporate Trustee Company (UK) Limited as security agent and trustee for the Secured Parties.
- (C) Each New Chargor at the request of the Parent and in consideration of the Finance Parties making or continuing to make facilities available to the Parent or any other member of its group has agreed to enter into this Deed and become a Chargor under the Debenture.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Debenture have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1.3 of the Debenture apply to this Deed insofar as they are relevant to it, as they apply to the Debenture.

2. ACCESSION

Each of the New Chargors agree to become a party to and to be bound by the terms of the Debenture with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargors had been an original party to it as a Chargor.

3. SECURITY

Subject to Clause 4 below, the New Chargors mortgage, charge and assign to the Security Agent, as security agent and trustee for the Secured Parties, all its business, undertaking and assets on the terms of Clause 3 of the Debenture, provided that:-

- 3.1 the Land charged by way of legal mortgage shall be the Land referred to in Schedule 2 (Land);
- 3.2 the Shares mortgaged or (if or to the extent that the mortgage does not take effect as a mortgage) charged shall include the Shares referred to in Schedule 3 (Shares);

- 3.3 the Assigned Insurances assigned shall include the Assigned Insurances referred to in Schedule 4 (*Assigned Insurances*);
- 3.4 the Assigned Contracts assigned shall include the Assigned Contracts referred to in Schedule 5 (*Assigned Contracts*);
- 3.5 the Assigned Accounts assigned shall include the Assigned Accounts referred to in Schedule 6 (*Assigned Accounts*);
- 3.6 the Charged Accounts charged by way of fixed charge shall include those referred to in Schedule 7 (*Charged Accounts*); and
- 3.7 the Charged Hedging Agreements charged by way of fixed charge shall include those referred to in Schedule 8 (*Charged Hedging Agreements*).

4. LEASE

Notwithstanding the terms of this Deed, Meter U Limited shall procure that within 30 days of the Closing Date (as defined in the facilities agreement dated 30 December 2015 between, among others, Schultz Parent limited, HSBC Bank plc, Investec Bank Plc and HSBC Corporate Trustee Company (UK) Limited), a legal mortgage is granted in favour of the Security Agent over the property specified in Schedule 2 hereto.

5. CONSENT OF EXISTING CHARGORS

The Parent by its execution of this Deed confirms the consent of the existing Chargors to the terms of this Deed and their agreement that this Deed will in no way prejudice or affect their obligations under, or the covenants they have given, or the Security created by, the Debenture.

6. EFFECT ON DEBENTURE

- 6.1 The Debenture and this Deed shall be read and construed as one document so that references in the Debenture to "this Deed", "herein", and similar phrases will be deemed to include this Deed.
- 6.2 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 Chargors mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Secured Assets and references in the Debenture to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to this Deed.

7. GOVERNING LAW

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

EXECUTED AS A DEED AND DELIVERED on the date set out at the beginning of this Deed.

SCHEDULE 1

THE NEW CHARGORS

Agrilek Limited (company number 01749179), a company incorporated under the laws of England

Cilantro Acquisitions Limited (company number 07383194), a company incorporated under the laws of England

Cilantro Jersey Limited (company number 106549), a company incorporated under the laws of Jersey

Cilantro Midco Limited (company number 07383203), a company incorporated under the laws of England

Cilantro Parent Limited (company number 07383197), a company incorporated under the laws of England

Enserve Group Limited (company number 03250709), a company incorporated under the laws of England

Evolve Analytics Limited (company number 02950904), a company incorporated under the laws of England

H2O Water Services Limited (company number 03108774), a company incorporated under the laws of England

Metro Rod Limited (company number 04235803), a company incorporated under the laws of England

Meter U Limited (company number 04591496), a company incorporated under the laws of England

The Freedom Group of Companies Limited (company number 02867838), a company incorporated under the laws of England

The IT&T Department Limited (company number 04234693), a company incorporated under the laws of England

West Park Trading Co. 214 Limited (company number 04729269), a company incorporated under the laws of England

British Power International Limited (company number 03078223), a company incorporated under the laws of England

Freedom Electrical Services Limited (company number 03119869), a company incorporated under the laws of England

Liberty Property Solutions Limited (company number 03908989), a company incorporated under the laws of England

Bespoke Real Estate Limited (company number 04233848), a company incorporated under the laws of England

Kemac Services Limited (company number 02862983), a company incorporated under the laws of England

High Voltage Distribution Services Limited (company number 06920056), a company incorporated under the laws of England

Rotherham Vocational Training Limited (company number 04506498), a company incorporated under the laws of England

Spice Vehicle Leasing Limited (company number 04259954), a company incorporated under the laws of England

SCHEDULE 2

LAND

CHARGOR	DESCRIPTION OF LAND
Meter U Limited	The land and buildings on the south side of Daniel Street, Oldham with title number LA310690

SCHEDULE 3

SHARES

CHARGOR	ISSUER	SHARES
Cilantro Jersey Limited (company number 106549)	Cilantro Midco Limited (company number 07383203)	193,874,001 Ordinary shares
Cilantro Midco Limited (company number 07383203)	Cilantro Parent Limited (company number 07383197)	12,014,621 Ordinary shares
Cilantro Parent Limited (company number 07383197)	Cilantro Acquisitions Limited (company number 07383194)	12,014,721 Ordinary shares
Cilantro Acquisitions Limited (company number 07383194)	Enserve Group Limited (company number 03250709)	358,328,864 Ordinary shares
Enserve Group Limited (company number 03250709)	The IT&T Department (company number 04234693)	2 Ordinary shares
Enserve Group Limited (company number 03250709)	Metro Rod Limited (company number 04235803)	2 Ordinary shares
Enserve Group Limited (company number 03250709)	West Park Trading Co. 214 (company number 04729269)	1 Ordinary share
Enserve Group Limited (company number 03250709)	Meter U Limited (company number 04591496)	1 Ordinary share
Enserve Group Limited (company number 03250709)	The Freedom Group of Companies Limited (company number 02867838)	70,000 Ordinary shares
Enserve Group Limited (company number 03250709)	Evolve Analytics Limited (company number 02950904)	12,491,629 Ordinary shares
West Park Trading Co. 214 (company number 04729269)	H2O Water Services (company number 03108774)	1,500 Ordinary shares
The Freedom Group of Companies Limited (company number 02867838)	Agrilek Limited (company number 01749179)	152 Ordinary shares
Enserve Group Limited (company number 03250709)	Rotherham Vocational Training Limited (company number 04506498)	17200 Ordinary shares
Enserve Group Limited (company number 03250709)	Bespoke Real Estate Limited (company number 04233848)	2 Ordinary shares
Enserve Group Limited (company number 03250709)	Spice Vehicle Leasing Limited (company number 04259954)	1 Ordinary share
Enserve Group Limited (company number 03250709)	Freedom Electrical Services Limited (company number 03119869)	110000 Ordinary shares

West Park Trading Co. 214 (company number 04729269)	Kemac Services Limited (company number 02862983)	100 Ordinary shares
The Freedom Group of Companies Limited (company number 02867838)	British Power International Limited (company number 03078223)	100 Ordinary shares
The Freedom Group of Companies Limited (company number 02867838)	High Voltage Distribution Services Limited (company number 06920056)	100 Ordinary shares
Enserve Group Limited (company number 03250709)	Liberty Property Solutions Limited (company number 03908989)	2 Ordinary shares

SCHEDULE 4
ASSIGNED INSURANCES

CHARGOR	INSURER	POLICY NUMBER
Enserve Group Limited and Subsidiary Companies (as outlined in the policy)	QBE Insurance (Europe) Ltd	[REDACTED]
Enserve Group Limited and Subsidiary Companies (as outlined in the policy)	Royal & SunAlliance Ltd	[REDACTED]
Enserve Group Limited and Subsidiary Companies (as outlined in the policy)	QBE Insurance (Europe) Ltd	[REDACTED]
Enserve Group Limited and Subsidiary Companies (as outlined in the policy)	QBE Insurance (Europe) Ltd	[REDACTED]
Enserve Group Limited and Subsidiary Companies (as outlined in the policy)	QBE Insurance (Europe) Ltd	[REDACTED]
Enserve Group Limited and Subsidiary Companies (as outlined in the policy)	AIG Europe Ltd	[REDACTED]
Enserve Group Limited and Subsidiary Companies (as outlined in the policy)	AIG Europe Ltd and Axis	[REDACTED]
Enserve Group Limited and Subsidiary Companies (as outlined in the policy)	Aviva	[REDACTED]
Enserve Group Limited and Subsidiary Companies (as outlined in the policy)	ACE Global Markets	[REDACTED]
Enserve Group Limited and Subsidiary Companies	Chubb Insurance Company of Europe Ltd	[REDACTED]
Enserve Group Limited and Subsidiary Companies (as outlined in the policy)	AIG Europe Ltd	[REDACTED]

SCHEDULE 5

ASSIGNED CONTRACTS

Intercompany loan dated 15 JANUARY 2016 between the Parent and Schultz Bidco Limited.

Intercompany loan dated 15 JANUARY 2016 between the Schultz Bidco Limited and Cilantro Midco Limited.

SCHEDULE 6

ASSIGNED ACCOUNTS

CHARGOR	ACCOUNT NUMBER	BANK
Evolve Analytics Limited	[REDACTED]	HSBC
Evolve Analytics Limited	[REDACTED]	HSBC
Evolve Analytics Limited	[REDACTED]	HSBC
Evolve Analytics Limited	[REDACTED]	HSBC
Evolve Analytics Limited	[REDACTED]	HSBC
Cilantro Acquisitions Limited	[REDACTED]	HSBC
Cilantro Midco Limited	[REDACTED]	HSBC
Cilantro Parent Limited	[REDACTED]	HSBC
Agrilek Limited	[REDACTED]	HSBC
The Freedom Group of Companies Limited	[REDACTED]	Natwest
The Freedom Group of Companies Limited	[REDACTED]	Natwest
The Freedom Group of Companies Limited	[REDACTED]	HSBC
The Freedom Group of Companies Limited	[REDACTED]	HSBC
The Freedom Group of Companies Limited	[REDACTED]	HSBC
The Freedom Group of Companies Limited	[REDACTED]	HSBC
The Freedom Group of Companies Limited	[REDACTED]	HSBC
The Freedom Group of Companies Limited	[REDACTED]	HSBC
Rotherham Vocational Training Limited	[REDACTED]	HSBC
The Freedom Group of Companies Limited	[REDACTED]	HSBC
The Freedom Group of Companies Limited	[REDACTED]	HSBC
The Freedom Group of Companies Limited	[REDACTED]	HSBC
The Freedom Group of Companies Limited	[REDACTED]	HSBC
Bespoke Real Estate Limited	[REDACTED]	HSBC
Enserve Group Limited	[REDACTED]	HSBC
Enserve Group Limited	[REDACTED]	HSBC
The IT&T Department Limited	[REDACTED]	HSBC
Spice Vehicle Leasing	[REDACTED]	HSBC
H2O Water Services Limited	[REDACTED]	HSBC
H2O Water Services Limited	[REDACTED]	HSBC
H2O Water Services Limited	[REDACTED]	HSBC
Meter U Limited	[REDACTED]	Bank of Ireland
Meter U Limited	[REDACTED]	HSBC
Meter U Limited	[REDACTED]	HSBC
Metro Rod Limited	[REDACTED]	HSBC
Metro Rod Limited	[REDACTED]	HSBC
Metro Rod Limited	[REDACTED]	HSBC
West Park Trading Co. 214 Limited	[REDACTED]	HSBC

SCHEDULE 7
BLOCKED ACCOUNTS

Intentionally left blank.

SCHEDULE 8
CHARGED HEDGING AGREEMENTS

Intentionally left blank.

SIGNATURE PAGES TO DEED OF ACCESSION

The New Chargors


EXECUTED by CILANTRO JERSEY)
LIMITED)
acting by J. Richardson, a Director, in)
the presence of:)



Director

EXECUTED as a Deed by CILANTRO MIDCO)
LIMITED)
acting by J. Richardson, a Director, in the)
presence of:-)



Signature of witness: 

Director

Name of witness: Charlotte Baylin

Address:

Occupation: 

Address: 

EXECUTED as a Deed by CILANTRO)
PARENT LIMITED)
acting by J. Richardson, a Director, in)
the presence of:-)

Signature of witness:

Director

Name of witness: Charlotte Baylin

Address:

Occupation:

Address:

EXECUTED as a Deed by CILANTRO)
ACQUISITIONS LIMITED)
acting by J. Richardson, a Director, in the)
presence of:-)

Signature of witness:

Director

Name of witness: Charlotte Baylin

Address:

Occupation:

Address:

EXECUTED as a Deed by ENSERVE)
GROUP LIMITED
acting by J. RICHARDSON , a Director, in
the presence of:-

[Redacted Signature]

Signature of witness:

[Redacted Signature]

Director

Name of witness:

Charlotte Baylin

Address:

Occupation:

[Redacted Address and Occupation]

Address:

EXECUTED as a Deed by THE IT & T)
DEPARTMENT LIMITED
acting by J. RICHARDSON , a Director, in the
presence of:-

[Redacted Signature]

Signature of witness:

[Redacted Signature]

Director

Name of witness:

Charlotte Baylin

Address:

Occupation:

[Redacted Occupation]

Address:

[Redacted Address]

EXECUTED as a Deed by METRO ROD)
LIMITED)
acting by J. Richardson, a Director, in
the presence of:-

Signature of witness:

Director

Name of witness: Charlotte Baylin

Address:

Occupation:

Address:

EXECUTED as a Deed by WEST PARK)
TRADING CO. 214 LIMITED)
acting by J. Richardson, a Director, in the
presence of:-

Signature of witness:

Director

Name of witness: Charlotte Baylin

Address:

Occupation:

Address:

EXECUTED as a Deed by METER U)
LIMITED)
acting by J Richardson , a Director, in
the presence of:-

Signature of witness

Director

Name of witness: Charlotte Baylin

Address:

Occupation:

Address:

EXECUTED as a Deed by THE FREEDOM)
GROUP OF COMPANIES LIMITED)
acting by J Richardson , a Director, in the
presence of:-

Signature of witness:

Director

Name of witness: Charlotte Baylin

Address:

Occupation:

Address:

EXECUTED as a Deed by AGRILEK)
LIMITED)
acting by J RICHARDSON, a Director, in
the presence of:-

[Redacted]

Signature of witness:

[Redacted]

Director

Name of witness:

Charlotte Baylin

Address:

Occupation:

[Redacted]

Address:

EXECUTED as a Deed by EVOLVE)
ANALYTICS LIMITED)
acting by J RICHARDSON, a Director, in the
presence of:-

[Redacted]

Signature of witness:

[Redacted]

Director

Name of witness:

Charlotte Baylin

Address:

Occupation:

[Redacted]

Address:

[Redacted]

EXECUTED as a Deed by H2O WATER
SERVICES LIMITED)
acting by J RICHARDSON, a Director, in the)
presence of:-)

Signature of witness: [REDACTED]

Director

Name of witness: Charlotte Baylin

Address:

Occupation: [REDACTED]

Address:

EXECUTED as a Deed by BRITISH POWER
INTERNATIONAL LIMITED)
acting by J RICHARDSON, a Director, in the)
presence of:-)

Signature of witness: [REDACTED]

Director

Name of witness: Charlotte Baylin

Address:

Occupation: [REDACTED]

EXECUTED as a Deed by FREEDOM
ELECTRICAL SERVICES LIMITED)
acting by J RICHARDSON, a Director, in the)
presence of:-)

Director

Signature of witness: [REDACTED]

Name of witness: Charlotte Baylin

Address:

Occupation: [REDACTED]

EXECUTED as a Deed by LIBERTY)
PROPERTY SOLUTIONS LIMITED)
acting by J RICHARDSON, a Director, in the)
presence of:-)

[Redacted Signature]
Director

Signature of witness:

[Redacted Signature]

Name of witness: Charlotte Baylin

Address:

Occupation:

[Redacted Occupation]

[Redacted Address]

EXECUTED as a Deed by BESPOKE REAL)
ESTATE LIMITED)
acting by J RICHARDSON, a Director, in the)
presence of:-)

[Redacted Signature]
Director

Signature of witness:

[Redacted Signature]

Name of witness: Charlotte Baylin

Address:

Occupation:

[Redacted Occupation]

[Redacted Address]

EXECUTED as a Deed by KEMAC SERVICES)
LIMITED)
acting by J RICHARDSON, a Director, in the)
presence of:-)

[Redacted Signature]
Director

Signature of witness:

[Redacted Signature]

Name of witness: Charlotte Baylin

Address:

Occupation:

[Redacted Occupation]

[Redacted Address]

EXECUTED as a Deed by HIGH VOLTAGE)
DISTRIBUTION SERVICES LIMITED)
acting by J. RICHARDSON, a Director, in the)
presence of:-)

[Redacted Signature]
Director

Signature of witness: [Redacted Signature]

Name of witness: Charlotte Baylin

Address:

Occupation: [Redacted Signature]

[Redacted Address and Occupation]

EXECUTED as a Deed by ROTHERHAM)
VOCATIONAL TRAINING LIMITED)
acting by J. RICHARDSON, a Director, in the)
presence of:-)

[Redacted Signature]
Director

Signature of witness: [Redacted Signature]

Name of witness: Charlotte Baylin

Address:

Occupation: [Redacted Signature]

[Redacted Address and Occupation]

EXECUTED as a Deed by SPICE VEHICLE)
LEASING LIMITED)
acting by J. RICHARDSON, a Director, in the)
presence of:-)

[Redacted Signature]
Director

Signature of witness: [Redacted Signature]

Name of witness: Charlotte Baylin

Address:

Occupation: [Redacted Signature]

[Redacted Address and Occupation]

The Parent

EXECUTED (but not delivered
until the date hereof) AS A DEED
by SCHULTZ PARENT LIMITED
acting by:- J RICHARDSON.

)
)
)
)



Director

Signature of witness:



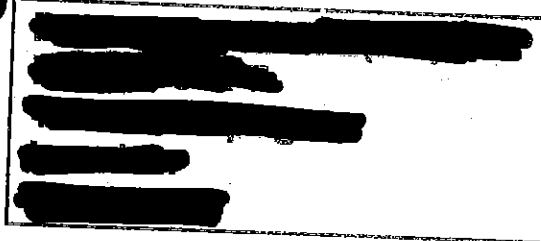
Name of witness: Charlotte Baylin

Address:

Occupation:



Address:



The Security Agent

EXECUTED as a Deed by HSBC
CORPORATE TRUSTEE COMPANY (UK)
LIMITED by the signature of its duly
authorised attorney/Director in the presence
of:-

)
)
)
)

Attorney/Director

Signature of witness:

Name of witness:

Address:

Occupation:

The Parent

EXECUTED (but not delivered)
until the date hereof) AS A DEED)
by SCHULTZ PARENT LIMITED)
acting by:-)

Director

Signature of witness:

Name of witness:

Address:

Occupation:

Address:

The Security Agent

EXECUTED as a Deed by HSBC))
CORPORATE TRUSTEE COMPANY (UK)))
LIMITED by the signature of its duly))
authorised attorney/Director in the presence))
of:-))



James McComb

Attorney/Director

Signature of witness:



Name of witness: KATHERINE HENSBY

Address:



Occupation:

