



Registration of a Charge

Company name: **SYSTEMS SUPPORT UK LIMITED**

Company number: **05646084**



X8XJ12EA

Received for Electronic Filing: **27/01/2020**

Details of Charge

Date of creation: **10/01/2020**

Charge code: **0564 6084 0001**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS SECURITY AGENT FOR THE FINANCE PARTIES (SECURITY AGENT)**

Brief description: **NOT APPLICABLE.**

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:

ADDLESHAW GODDARD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5646084

Charge code: 0564 6084 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th January 2020 and created by SYSTEMS SUPPORT UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th January 2020 .

Given at Companies House, Cardiff on 28th January 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

Security Deed of Accession

This Deed is made on

10
January 2020

Between

- (1) Tokyo Midco Limited (**Parent**);
- (2) The entities listed in Schedule 1 hereto (each an **Acceding Chargor** and, together, the **Acceding Chargors**); and
- (3) HSBC Corporate Trustee Company (UK) Limited as security agent for the Finance Parties (**Security Agent**).

Whereas

- (A) This Deed is supplemental to a debenture dated 6 December 2019 between, inter alia, the Parent, the Chargors and the Security Agent (**Debenture**).
- (B) Each Acceding Chargor has also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Deed of Accession and by doing so appoints the Parent as its agent on the terms set out in the Accession Deed and the Facilities Agreement.

It is agreed**1 Definitions and interpretation****1.1 Definitions**

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed, **Subsidiary Shares** means all shares present and future held by each Acceding Chargor in its Subsidiaries including those listed in schedule 3 (Subsidiary Shares) to this Deed.

1.2 Interpretation

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration) and 1.6 (Incorporated terms) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to **this Deed** shall be construed as references to this Security Deed of Accession.

2 Accession of Acceding Chargor**2.1 Accession**

Each Acceding Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it.

2.2 Covenant to pay

Each Acceding Chargor covenants with the Security Agent as security agent for the Finance Parties that it will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents.

2.3 Charging provisions

All security created by a Chargor under clauses 2.4 to 2.7 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee (with all covenants implied herein pursuant to the Law of Property (Miscellaneous Provisions) Act 1994 being subject to and qualified by reference to the Legal Reservations and any Permitted Security and, in respect of any leasehold property, excluding the state of repair of any such property);
- (c) granted in respect of all the right, title and interest (if any), present and future of each Acceding Chargor in and to the relevant Secured Asset; and
- (d) in favour of the Security Agent as security agent for the Finance Parties.

2.4 First Legal mortgages

Each Acceding Chargor charges by way of first legal mortgage the properties (other than any Excluded Property) described in schedule 4 (Properties) to this Deed and, in each case, all Premises and Fixtures on such property for the time being.

2.5 Assignments

- (a) Subject to a proviso for re-assignment on redemption and to obtaining any necessary consent to that assignment from any third party, each Acceding Chargor assigns:
 - (i) the agreements described in schedule 5 (Relevant Agreements) to this Deed; and
 - (ii) its Relevant Policies.
- (b) Each Acceding Chargor shall remain liable to perform all its obligations under the Relevant Agreements, and the Relevant Policies.
- (c) Notwithstanding the other terms of this clause 2.5, prior to the occurrence of a Declared Default, each Acceding Chargor shall (in its sole discretion), subject to the other terms of the Finance Documents, continue to exercise all and any of its rights, remedies, discretions or judgements (including the giving of any waivers or consent) under and in connection with the Relevant Agreements and the Relevant Policies and be entitled to all proceeds and claims arising therefrom.

2.6 First Fixed charges

Each Acceding Chargor charges by way of first fixed charge (subject in each case to obtaining any necessary consent to such fixed charge from any third party):

- (a) all other interests and estate in any freehold, leasehold or commonhold property other than Excluded Property;

- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Subsidiary Shares together with all Related Rights;
- (f) the Investments together with all Related Rights;
- (g) all book and other debts due to each Acceding Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- (h) all monies from time to time standing to the credit of each Blocked Account;
- (i) all monies from time to time standing to the credit of each account held by each Acceding Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**);
- (j) all its Intellectual Property to the extent it is capable of being charged;
- (k) all its goodwill and uncalled capital;
- (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them;
- (m) to the extent that any legal mortgage in clause 2.4 or any assignment in clause 2.5 is ineffective as a legal mortgage or an assignment (as applicable), the assets referred to in that clause.

2.7 Floating charge

Each Acceding Chargor charges (subject to any Permitted Security) by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 2.4, 2.5 or 2.6.

2.8 Qualifying floating charge

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

3 Consent of existing charging companies

The Parent (in its capacity as Obligors' Agent) hereby confirms, for itself and on behalf of each Chargor listed in schedule 2, that the terms of this Deed and its execution by the parties to this Deed are known to the Chargors and each Chargor agrees to the terms of this Deed and agrees

that its execution will in no way prejudice or affect any Security granted by any Chargor by or under the Debenture.

4 Security power of attorney

- 4.1 Each Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which each Acceding Chargor is obliged to take under this Deed and which any Acceding Chargor has been requested in writing by the Security Agent to do but has failed to do within five Business Days following such request. Each Acceding Chargor ratifies and confirms whatever any attorney lawfully does or prompts to do pursuant to its appointment under this clause 4.
- 4.2 The power of attorney granted under this clause 4 shall become effective only upon the occurrence of an Event of Default which is continuing. For the avoidance of doubt, the Security Agent shall have no obligation to take such action.

5 Notices

Each Acceding Chargor confirms that its address details for notices in relation to clause 23 (Notices) of the Debenture are as follows:

Address: 59 Imperial Way, Croydon, CR0 4RR (c/o Tokyo Midco Limited)

Attention: Nick Deman

6 Counterparts

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

7 Governing law and jurisdiction

Clauses 30 and 31 of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

This Deed has been entered into as a deed on the date given at the beginning of this Deed.

Schedule 1

The Acceding Chargors

Acceding Chargor	Company Registration Number
Condor Office Solutions Limited	02206294
Systems Technology (Holdings) Limited	04450116
Systems Technology (S.E.) Limited	02330639
Systems Support UK Limited	05646084
CSL Group Holdings Limited	09875041
Copying Services (Leicester) Limited	03754376
Total Office Maintenance Limited	05652336
Derby Office Machines Limited	01234553
CSL Nottingham Limited	02656126
CSL Business Machines Limited	00953247

Schedule 2

The Chargors

Name	Registered number
Tokyo Midco Limited	11336487
Tokyo Bidco Limited	11331832
D.M.C Business Machines Limited	02559122
Canotec Limited	02765960
Canotec South West Limited	06933508
Faverglen Limited	01428393
Buscom Limited	03794969
First Office Holdings Limited	03760206
DMC Technologies Limited (formerly First Office Systems Limited)	02511016
Hobbs Parker 2000 Limited	04027755
U.C.O.S. Holdings Limited	04473115
United Carlton Office Systems Limited	02118025
United Carlton Office Solutions Limited	09202448
United Carlton Digital Solutions Limited	05730667

Schedule 3**Subsidiary Shares**

Chargor	Name & Registered Number of Subsidiary	No. & Class of Shares	Nominal Value of Share
Systems Technology (Holdings) Limited	Systems Technology (S.E.) Limited: 02330639	4000 'A' Ordinary Shares	£1.00
		4000 Ordinary Shares	£1.00
Systems Technology (S.E.) Limited	Systems Support UK Limited: 05646084	1 Ordinary Share	£1.00
CSL Group Holdings Limited	Copying Services (Leicester) Limited: 03754376	1 Ordinary Share	£1.00
CSL Group Holdings Limited	Total Office Maintenance Limited: 05652336	2 Ordinary Shares	£1.00
CSL Group Holdings Limited	Derby Office Machines Limited: 01234553	1917 Ordinary Shares	£1.00
CSL Group Holdings Limited	CSL Nottingham Limited: 02656126	2 Ordinary Shares	£1.00
CSL Group Holdings Limited	CSL Business Machines Limited: 00953247	10,000 Ordinary Shares	£1.00

Schedule 4**Properties**

None

Schedule 5**Relevant Agreements**

None

SIGNATURES TO THE SECURITY DEED OF ACCESSION

The Parent

Executed as a deed by
TOKYO MIDCO LIMITED
 acting by a director in the presence of

)
)
)

Signature Director



Name of Director

NICK DEMAN

Signature of witness



Name of witness

STUART KER

Occupation of witness

ACCOUNTANT

Address of witness



Obligors' Agent

The Parent executes this deed for itself and as Obligors' Agent for and on behalf of the Chargers under and pursuant to clause 2.5 (Obligors' Agent) of the Facilities Agreement

Executed as a deed by
TOKYO MIDCO LIMITED
 acting by a director in the presence of

)
)
)

Signature Director



Name of Director

NICK DEMAN

Signature of witness



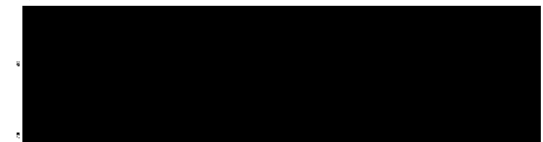
Name of witness

STUART KER

Occupation of witness

ACCOUNTANT

Address of witness



The Acceding Chargors

Executed as a deed by
CONDOR OFFICE SOLUTIONS LIMITED
 acting by a director in the presence of

)
)
)

Signature Director



Name of Director


 NICK DEHAN

Signature of witness




Name of witness

STUART KER

Occupation of witness

ACCOUNTANT

Address of witness




Executed as a deed by
**SYSTEMS TECHNOLOGY (HOLDINGS)
 LIMITED** acting by a director in the
 presence of

)
)
)


Signature Director



Name of Director


 NICK DEHAN

Signature of witness



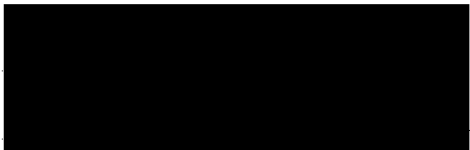
Name of witness

STUART KER

Occupation of witness

ACCOUNTANT

Address of witness



Executed as a deed by
SYSTEMS TECHNOLOGY (S.E.) LIMITED
acting by a director in the presence of

)
)
)

Signature Director



Name of Director

NICK DEMAN

Signature of witness



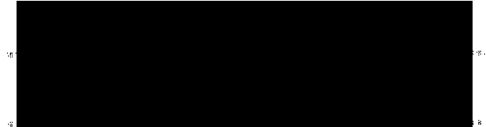
Name of witness

STUART KER

Occupation of witness

ACCOUNTANT


Address of witness



Executed as a deed by
SYSTEMS SUPPORT UK LIMITED
acting by a director in the presence of

)
)
)

Signature Director



Name of Director

NICK DEMAN

Signature of witness



Name of witness

STUART KER

Occupation of witness

ACCOUNTANT

Address of witness



Executed as a deed by
CSL GROUP HOLDINGS LIMITED
acting by a director in the presence of

)
)
)

Signature Director

.....
[Redacted Signature]

Name of Director

..... NICK DEMAN

Signature of witness

.....
[Redacted Signature]

Name of witness

..... STUART KEL

Occupation of witness

..... ACCOUNTANT

Address of witness

.....
[Redacted Address]

Executed as a deed by
**COPYING SERVICES (LEICESTER)
LIMITED**
acting by a director in the presence of

)
)
)

Signature Director

.....
[Redacted Signature]

Name of Director

..... NICK DEMAN

Signature of witness

.....
[Redacted Signature]

Name of witness

..... STUART KEL

Occupation of witness

..... ACCOUNTANT

Address of witness

.....
[Redacted Address]

Executed as a deed by
TOTAL OFFICE MAINTENANCE LIMITED
acting by a director in the presence of

Signature Director

Name of Director

Signature of witness

Name of witness

Occupation of witness

Address of witness

NICK DEMAN

STUART KER

ACCOUNTANT

Executed as a deed by
DERBY OFFICE MACHINES LIMITED
acting by a director in the presence of

Signature Director

Name of Director

Signature of witness

Name of witness

Occupation of witness

Address of witness

NICK DEMAN

STUART KER

ACCOUNTANT

EXECUTION VERSION

Executed as a deed by
CSL NOTTINGHAM LIMITED acting by a
director in the presence of

)
)
)

Signature Director



Name of Director

NICK DEMAN

Signature of witness



Name of witness

STUART KER

Occupation of witness

ACCOUNTANT

Address of witness



Executed as a deed by
CSL BUSINESS MACHINES LIMITED
acting by a director in the presence of

)
)
)

Signature Director



Name of Director

NICK DEMAN

Signature of witness



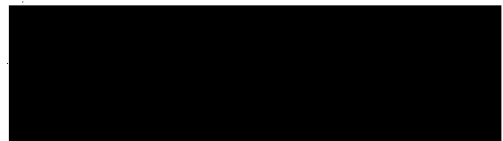
Name of witness

STUART KER

Occupation of witness

ACCOUNTANT

Address of witness



Security Agent

Without a Common Seal

EXECUTED as a DEED

by HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED acting by
its attorney/director

[Redacted Signature]

Chris O'Mahoney
Authorised Signatory

Attorney/Director

Witnessed by:

[Redacted Signature]

Witness Name: Rajvir Padda

Witness Address:

HSBC Bank plc
8 Canada Square
London
E14 5HQ