



Registration of a Charge

Company name: **CITYSPRINT HEALTHCARE LIMITED**

Company number: **05857552**



X51ED9DV

Received for Electronic Filing: **24/02/2016**

Details of Charge

Date of creation: **18/02/2016**

Charge code: **0585 7552 0007**

Persons entitled: **LDC (MANAGERS) LIMITED AS SECURITY TRUSTEE**

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:

NATHAN PRITCHARD



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5857552

Charge code: 0585 7552 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th February 2016 and created by CITYSPRINT HEALTHCARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th February 2016 .

Given at Companies House, Cardiff on 25th February 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

THIS ACCESSION DEED is made on

18 FEBRUARY

2016

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company");
- (2) FREDERICK TOPCO LIMITED a company incorporated in England with registered number 09987453 (the "Parent"); and
- (3) LDC (MANAGERS) LIMITED (as Security Trustee for the Secured Parties (as defined below)) (the "Security Trustee").

BACKGROUND

This Accession Deed is supplemental to a debenture dated on or about the date of this Accession Deed and made between (1) the Chargors named in it and (2) the Security Trustee (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 THE ACCEDING COMPANY

(a) **Accession**

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Trustee to observe and be bound by the Debenture; and
- (ii) creates and grants 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 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 Trustee 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 freehold and leasehold Real Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in part 1 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 2 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 Cash Collateral and 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 3 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 4 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 5 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; and
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in part 6 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.

(d) **Representations**

Each Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Security Trustee 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*);
- (ii) the Charged Securities listed in part 2 of schedule 2 to the Accession Deed (*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 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Real 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 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 Trustee 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 TO THE ACCESSION DEED

The Acceding Companies

Company name	Registered number	Registered office
Citysprint Healthcare Limited	05857552	Redcentral, 60 High Street, Redhill, Surrey, RH1 1NY
Citysprint (UK) Group Limited	07419353	Redcentral, 60 High Street, Redhill, Surrey, RH1 1NY
Citysprint (UK) Limited	04327611	Ground Floor Redcentral, 60 High Street, Redhill, Surrey, RH1 1SH
Courier and Passenger Transport Holdings Limited	06277898	Ground Floor Redcentral, 60 High Street, Redhill, Surrey, RH1 1NY
The Courier and Passenger Transport Group Limited	04327694	Redcentral, 60 High Street, Redhill, Surrey, RH1 1NY
Last Mile Link Technologies Limited	09463250	Ground Floor Redcentral, 60 High Street, Redhill, Surrey, United Kingdom, RH1 1SH

SCHEDULE 2 TO THE ACCESSION DEED

Details of Security Assets owned by the Acceding Companies

Part 1 - Real Property

[Intentionally left blank]

Part 2 - Charged Securities

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
CitySprint (UK) Group Limited	Courier and Passenger Transport Holdings Limited	£1.00 each Ordinary shares	103,335	£103,335
Courier and Passenger Transport Holdings Limited	The Courier and Passenger Transport Group Limited	£0.01 each Ordinary shares	396,820	£3968.2
The Courier and Passenger Transport Group Limited	CitySprint (UK) Limited	£1.00 each Ordinary shares	500,000	£500,000
CitySprint (UK) Limited	CitySprint Healthcare Limited	£1.00 each Ordinary shares	100	£100
CitySprint (UK) Limited	Last Mile Link Technologies Limited	£1.00 each Ordinary shares	1	£1.00

Part 3 - Charged Accounts

[Intentionally left blank]

Part 4 - Intellectual Property

Chargor	Details of Intellectual Property
Last Mile Link Technologies Limited	Verbacorp Software CityTrak interface processing to CityBridge (interface to Cognito)

Chargor	Details of Intellectual Property
Last Mile Link Technologies Limited	CityTrak Mapping and Tracking System (also known as FleetMapper) including: • Operations - o Real time View of Couriers - o Display GPS plot of jobs - o Display of scanning details per job - o Display GPS plot of courier movements - o Display GPS plot of device movements - o Display of in-vehicle GPS and CityTraker GPS together where assigned to the same courier - o Display GPS plots of Logistics routes - o GPS Tracking Report - o GPS Asset Tracking Report - o Device to Courier Assignment - o View Maker for customising views per user - o Clustering of vehicles in Real time Views - o Display collection areas and timeslots on the Map - o Display allocation counters for timeslots - o Display of layers based on Traffic For London data feeds ▪ Traffic disruptions ▪ Events ▪ Road Signs ▪ Traffic Cameras • Backend - o Google Mapping API (Interface to Google) - o Reverse Geocoding of GPS Plots (Interface to Microsoft Bing Maps) - o TFL Feed Consumer (Interface Transport for London (TFL)) - o Citytrakker GPS Data Ingest (Interface for Cognito) - o In-vehicle Device Data Ingest (gps, temperature) (Interface for Trakm8) - o CIMS Asset Tracking - o CityTrak Job Data Interface - o PathTrak Asset Data Interface - o CityTrak Data Synchronisation (Courier Data) - o CityTrak job status data Interface - o Access job details (Adhoc calls to CityTrak) - o Access driver details (CityTrak data synchronisation process) - o Mobile data status details (CityTrak pushes data into the mapping database)

Part 5 - Material Contracts

[Intentionally left blank]

Part 6 – Insurances

Policyholder	Policy Number	Policy Start Date	Policy End Date	Life Assured
Frederick Bidco Limited	L0195794883	4 December 2015	4 December 2020	Gerard Keenan
Frederick Bidco Limited	L0191794883	8 December 2015	8 December 2020	Patrick Gallagher

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPANIES

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

Director

Witness signature

Witness name:

Witness address:

Alex Smith

EVERSHEDS LLP
115 COLMORE ROW
BIRMINGHAM
B3 3AL

Address: Redcentral 60 High Street, Redhill,
Surrey, United Kingdom, RH1 1SH

Facsimile No:

Attention: The Directors

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

Director

Witness signature

Witness name:

Witness address:

Alex Smith

EVERSHEDS LLP
115 COLMORE ROW
BIRMINGHAM
B3 3AL

Address: Redcentral 60 High Street, Redhill,
Surrey, United Kingdom, RH1 1SH

Facsimile No:

Attention: The Directors

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

Director

Witness signature

Witness name:

Witness address:

Alex Blum

EVERSHEDS LLP
115 COLMORE ROW
BIRMINGHAM
B3 3AL

Address: Redcentral 60 High Street, Redhill,
Surrey, United Kingdom, RH1 1SH

Facsimile No:

Attention: The Directors

Executed as a deed, but not delivered until the first date specified on page 1, by COURIER AND PASSENGER TRANSPORT HOLDINGS LIMITED acting by:

Director

Witness signature

Witness name:

Witness address:

Alex Blum

EVERSHEDS LLP
115 COLMORE ROW
BIRMINGHAM
B3 3AL

Address: Redcentral 60 High Street, Redhill,
Surrey, United Kingdom, RH1 1SH

Facsimile No:

Attention: The Directors

Executed as a deed, but not delivered until the first date specified on page 1, by **THE COURIER AND PASSENGER TRANSPORT GROUP LIMITED** acting by:

Director

Witness signature

Witness name:

Witness address:

[Redacted signature]

Alex Smith

EVERSHEDS LLP
115 COLMORE ROW
BIRMINGHAM
B3 3AL

Address: Redcentral 60 High Street, Redhill,
Surrey, United Kingdom, RH1 1SH

Facsimile No:

Attention: The Directors

Executed as a deed, but not delivered until the first date specified on page 1, by **LAST MILE LINK TECHNOLOGIES LIMITED** acting by:

Director

Witness signature

Witness name:

Witness address:

[Redacted signature]

Alex Smith

EVERSHEDS LLP
115 COLMORE ROW
BIRMINGHAM
B3 3AL

Address: Redcentral 60 High Street, Redhill,
Surrey, United Kingdom, RH1 1SH

Facsimile No:

Attention: The Directors

THE PARENT

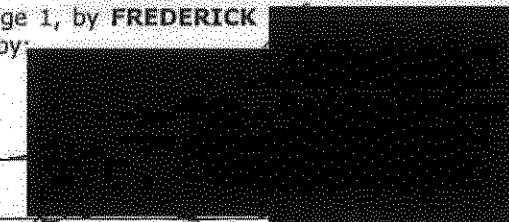
Executed as a deed, but not delivered until the first date specified on page 1, by **FREDERICK TOPCO LIMITED** acting by:

Director

Witness signature

Witness name:

Witness address:



Alex Smith

EVERSHEDS LLP
115 COLMORE ROW
BIRMINGHAM
B3 3AL

Address: Redcentral 60 High Street, Redhill,
Surrey, United Kingdom, RH1 1SH

Facsimile No:

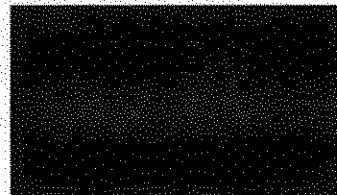
Attention: The Directors

THE SECURITY TRUSTEE

Signed as a deed by
LDC (MANAGERS) LIMITED

acting by its duly authorised attorney

In the presence of:



Duly Authorised Attorney

Name of witness:

Signature:

Address:

Occupation:

Alex Smith



EVERSHEDS LLP
115 COLMORE ROW
BIRMINGHAM
B3 3AL

Trustee
Collector