



Registration of a Charge

Company name: **SIMOCO WIRELESS SOLUTIONS LIMITED**

Company number: **07038450**



X8E4FY6X

Received for Electronic Filing: **16/09/2019**

Details of Charge

Date of creation: **09/09/2019**

Charge code: **0703 8450 0005**

Persons entitled: **BARRINGTON HOUSE NOMINEES LIMITED**

Brief description: **1. PROPERTY – FREEHOLD LAND WITH LAND REGISTRY TITLE NUMBER DY203667; 2. PROPERTY – FREEHOLD LAND WITH LAND REGISTRY TITLE NUMBER DY358482; 3. PROPERTY – FREEHOLD LAND WITH LAND REGISTRY TITLE NUMBER DY237259; AS MORE PARTICULARLY DESCRIBED IN SCHEDULE 1 TO THE CHARGE.**

Contains fixed charge(s).

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:

PATRICK DAVIS



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7038450

Charge code: 0703 8450 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th September 2019 and created by SIMOCO WIRELESS SOLUTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th September 2019 .

Given at Companies House, Cardiff on 17th September 2019

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

We certify this document as a true copy of the original
Eversheds Sutherland
(International) LLP
Date: *12 September 2019*
EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

Form of Supplemental Charge

This Supplemental Charge is made on *9 September* 2019 between:

- (1) **RED-M WIRELESS LIMITED** a company incorporated in England and Wales with company number 07138077 (the "**Red-M**");
- (2) **SIMOCO WIRELESS SOLUTIONS LIMITED** a company incorporated in England and Wales with company number 07038450 (the "**Simoco**"); and
- (3) **BARRINGTON HOUSE NOMINEES LIMITED** of 134 Buckingham Palace Road, London, England, SW1W 9SA a company incorporated in England and Wales with company number 02293764, in its capacity as security trustee for the Secured Parties (the "**Security Trustee**").

1. INTERPRETATION

1.1 Definitions

In this Supplemental Charge:

"**Additional Charged Securities**" means the securities of the Companies detailed in Schedule 2 (*Additional Charged Securities*).

"**Additional Property**" means the property described in Schedule 1 (*Property*).

"**Companies**" means Red-M and Simoco, each a "**Company**".

"**Debenture Accession Deed**" means the debenture accession deed made on 17 May 2010 between, amongst others, Red-M and the Security Trustee.

"**Secured Property**" means the assets of the Companies which from time to time are, or are expressed to be, the subject of any Security created by this Supplemental Charge.

"**Security Agreement**" means the debenture made on 24 April 2010 between, amongst others Simoco and the Security Trustee, to which Red-M acceded on 17 May 2010 pursuant to the Debenture Accession Deed.

1.2 Construction

1.2.1 This Supplemental Charge is supplemental to the Security Agreement.

1.2.2 In this Supplemental Charge unless a contrary indication appears, terms defined in the Security Agreement have the same meaning in this Supplemental Charge.

1.2.3 This Supplemental Charge is subject to the terms of an intercreditor agreement dated 24 April 2010 between, amongst others Simoco, the Security Trustee and HSBC Bank plc as superseded by an intercreditor agreement dated 19 May 2016 and made between, amongst others Simoco, the Security Trustee and HSBC Bank plc.

1.3 Incorporation of other terms

The terms of the other Finance Documents and of any side letters between any of the parties to this Supplemental Charge are incorporated into this Supplemental Charge to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Third party rights

- 1.4.1 Unless expressly provided to the contrary in this Supplemental Charge, a person who is not a party to this Supplemental Charge has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Supplemental Charge.
- 1.4.2 Notwithstanding any term of this Supplemental Charge, the consent of any person who is not a party to this Supplemental Charge is not required to rescind or vary this Supplemental Charge at any time.

2. COVENANT TO PAY

The Companies, as principal debtors and not just as surety, covenant with the Security Trustee to pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

3. GRANT OF SECURITY

3.1 Mortgage

As continuing security for the payment and/or discharge of the Secured Liabilities, Simoco with full title guarantee charges to the Security Trustee by way of a legal mortgage, the Additional Property

3.2 Fixed charges

The Companies charge by way of first fixed charge:

- 3.2.1 to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), the Additional Property;
- 3.2.2 all buildings, fixtures and fittings (including trade fixtures and fittings) from time to time, in, on or attached to the Additional Property; and
- 3.2.3 all the Additional Charged Securities.

4. INCORPORATION OF PROVISIONS

The terms of the Security Agreement apply to the Secured Property to the extent that they apply to the Charged Assets of the Security Agreement and will be deemed to be incorporated into this Supplemental Charge as if set out in full in this Supplemental Charge, except that:

- 4.1.1 references to "this Deed" in the Security Agreement shall be construed as references to this Supplemental Charge;
- 4.1.2 references to the property listed in Schedule 2 (*Registered Land*) to the Security Agreement shall be construed as references to Schedule 1 (*Property*) to this Supplemental Charge; and
- 4.1.3 references to the Charged Securities listed in Schedule 4 (*Charged Securities*) to the Security Agreement shall be construed as references to Schedule 2 (*Additional Charged Securities*) to this Supplemental Charge.

5. RESTRICTION

The Companies shall ensure that a restriction in the following terms is entered on the register of title of the Additional Property at HM Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate or by the registered proprietor of any registered charge is to be registered

without a written consent signed by the proprietor for the time being of the charge dated [4 September] 2019 in favour of the Security Trustee referred to in the charges register, or its conveyancer."

and, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Finance Documents. The Companies shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

6. CONTINUATION

6.1 Except as supplemented by this Supplemental Charge, the Security Agreement will remain in full force and effect.

6.2 On and from the date of this Supplemental Charge this Supplemental Charge and the Security Agreement shall be read and construed as one document and, in particular, the definition of "Charged Assets" in the Security Agreement shall include the Secured Property.

7. COUNTERPARTS

This Supplemental Charge 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 the Supplemental Charge.

8. GOVERNING LAW

This Supplemental Charge and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

9. JURISDICTION

9.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Charge (including a dispute regarding the existence, validity or termination of this Supplemental Charge) and any non-contractual obligations arising out of or in connection with it (a "Dispute").

9.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Supplemental Charge may argue to the contrary.

9.3 This Clause 9 is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

This Supplemental Charge is executed as a deed and delivered on the date stated at the beginning of this Supplemental Charge.

SCHEDULE 1

Property

Charging Company	Property Address	Land Registry Title number
SIMOCO	Freehold land being Field House, Uttoxeter Old Road, Derby DE1 1NH	DY203667
SIMOCO	Freehold land being 104-106 Uttoxeter Old Road, Derby DE1 1GE	DY358482
SIMOCO	Freehold land being land on the south side of Stepping Lane, Derby	DY237259

SCHEDULE 2

Additional Charged Securities

Charging Company	Name of company whose shares are held	Company number of company whose shares are held	Number and class of shares
RED-M	AirRadio Ltd	07472975	90 Ordinary shares of £1.00 each
			10 A Ordinary shares of £1.00 each

EXECUTION of SUPPLEMENTAL CHARGE

THE SECURITY TRUSTEE

Executed as a deed by Barrington House)
Nominees Limited, acting by a director)
in the presence of:)

.....
Director

Witness signature:

Witness name:

Witness address:

THE COMPANIES

Executed as a deed by)
RED-M WIRELESS LIMITED,)
acting by one director in the presence of:)

.....
Director

Witness signature:

Witness name: **SHARON FOULSON**

Witness address:

Executed as a deed by)
SIMOCO WIRELESS SOLUTIONS)
LIMITED,)
acting by one director in the presence of:)

.....
Director

Witness signature:

Witness name: **SHARON FOULSON**

Witness address:

We certify this document as a true copy of the original

Eversheds Sutherland
(International) LLP
Date: *12 September 2019*
EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

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2. COVENANT TO PAY

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3. GRANT OF SECURITY

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- 3.2.2 all buildings, fixtures and fittings (including trade fixtures and fittings) from time to time, in, on or attached to the Additional Property; and
- 3.2.3 all the Additional Charged Securities.

4. INCORPORATION OF PROVISIONS

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5. RESTRICTION

The Companies shall ensure that a restriction in the following terms is entered on the register of title of the Additional Property at HM Land Registry:

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without a written consent signed by the proprietor for the time being of the charge dated [4 September] 2019 in favour of the Security Trustee referred to in the charges register, or its conveyancer."

and, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Finance Documents. The Companies shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

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6.2 On and from the date of this Supplemental Charge this Supplemental Charge and the Security Agreement shall be read and construed as one document and, in particular, the definition of "Charged Assets" in the Security Agreement shall include the Secured Property.

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SCHEDULE 2

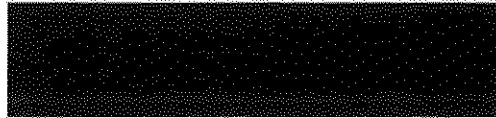
Additional Charged Securities

Charging Company	Name of company whose shares are held	Company number of whose shares are held	Number and class of shares
RED-M	AirRadio Ltd	07472975	90 Ordinary shares of £1.00 each
			10 A Ordinary shares of £1.00 each

EXECUTION of SUPPLEMENTAL CHARGE

THE SECURITY TRUSTEE

Executed as a deed by Barrington House)
Nominees Limited, acting by a director)
in the presence of:)



Director

Witness signature:



Witness name: *R. G. CRANHAM*

Witness address:



THE COMPANIES

Executed as a deed by)
RED-M WIRELESS LIMITED,)
acting by one director in the presence of:)

.....
Director

Witness signature:

Witness name:

Witness address:

Executed as a deed by)
SIMOCO WIRELESS SOLUTIONS)
LIMITED,)
acting by one director in the presence of:)

.....
Director

Witness signature:

Witness name:

Witness address: