



Registration of a Charge

Company name: **PROJECT BOLT NEWCO 2 LIMITED**

Company number: **12716727**

Received for Electronic Filing: **05/08/2020**



X9ASRJ97

Details of Charge

Date of creation: **29/07/2020**

Charge code: **1271 6727 0004**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS SECURITY AGENT FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT)**

Brief description: **N/A**

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:

CHLOE BALL, SOLICITOR, DLA PIPER UK LLP, LONDON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12716727

Charge code: 1271 6727 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th July 2020 and created by PROJECT BOLT NEWCO 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th August 2020 .

Given at Companies House, Cardiff on 6th August 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

29 July

2020

BETWEEN:

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company");
- (2) CITYSPRINT (UK) MIDCO LIMITED (the "Parent"); and
- (3) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED (as security trustee for the Secured Parties acting pursuant to the provisions of, and with the benefit of the protections set out in, the Intercreditor Agreement (in such capacity, the "Security Agent").

BACKGROUND:

This Accession Deed is supplemental to a debenture dated 18 February 2016 and made between (1) the Original Chargors named in it and (2) the Security Agent (the "Debenture").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 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).

1.2 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

2.1 Accession

Each Acceding Company:

- (a) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (b) 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.

2.2 Covenant to pay

Without prejudice to the generality of clause 2.1 (*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.



I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE, COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 30-07-2020

SIGNED DLA PIPER UK LLP

2.3 Charge and assignment

Without prejudice to the generality of clause 2.1 (*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 6 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

- (a) by way of first legal mortgage all the freehold and leasehold Real Property (if any) vested in or charged to each 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));
- (b) by way of first fixed charge:
 - (i) 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
 - (ii) all Related Rights from time to time accruing to them;
- (c) 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;
- (d) 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));
- (e) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified 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
- (f) 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.

2.4 Representations

Each Acceding Company makes the representations and warranties set out in this clause 2.4 to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

- (a) 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*);
- (b) the Charged Securities listed in part 2 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

- (c) 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.

2.5 Consent

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

- (a) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and
- (b) 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 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
Project Bolt Newco 1 Limited	12712655	Ground Floor Redcentral, 60 High Street, Redhill, Surrey, United Kingdom, RH1 1SH
Project Bolt Newco 2 Limited	12716727	Ground Floor Redcentral, 60 High Street, Redhill, Surrey, United Kingdom, RH1 1SH

SCHEDULE 2: 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
Project Bolt Newco 1 Limited	Project Bolt Newco 2 Limited	Ordinary	1	£0.01
Project Bolt Newco 2 Limited	Citysprint (UK) Bidco Limited	Ordinary	1	£1

Part 3: Charged Accounts

[Intentionally left blank]

Part 4: Intellectual Property

[Intentionally left blank]

Section 1: Trade marks

[Intentionally left blank]

Section 2: Patents

[Intentionally left blank]

Part 5: Material Contracts

[Intentionally left blank]

Part 6: Insurances

[Intentionally left blank]

Part 7: Key-man Policies

[Intentionally left blank]

EXECUTION PAGE

THE ACCEDING COMPANIES

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

Director

Witness signature

Witness name:

Witness address:

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

Email: jhalford@citysprint.co.uk and SAston@ldc.co.uk

Attention: The directors

Executed as a deed, but not delivered until the first)
date specified on page 1, by **PROJECT BOLT**)
NEWCO 2 LIMITED acting by:)

Director

Witness signature

Witness name:

Witness address:


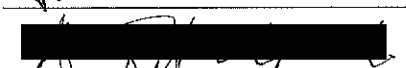

Address: Redcentral, 60 High Street, Redhill, Surrey,
United Kingdom, RH1 1SH

Email: jhalford@citysprint.co.uk and SAston@ldc.co.uk

Attention: The directors

THE PARENT

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

Director 
Witness signature 
Witness name: A. HALFORD
Witness address: 

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

Email: jhalford@citysprint.co.uk and SAston@ldc.co.uk

Attention: The directors