



**Registration of a Charge**

Company name: **FOREST TRAFFIC SERVICES LIMITED**

Company number: **01664145**

Received for Electronic Filing: **20/02/2020**



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**Details of Charge**

Date of creation: **19/02/2020**

Charge code: **0166 4145 0008**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS SECURITY AGENT**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **WE 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:

**OSBORNE CLARKE LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 1664145

Charge code: 0166 4145 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th February 2020 and created by FOREST TRAFFIC SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th February 2020 .

Given at Companies House, Cardiff on 21st February 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

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

EXECUTION VERSION

Dated this 20 February 2020

Signed Osborne Clarke LLP (OCCL)

Accession Deed

Osborne Clarke LLP

This Accession Deed is made on

19 February 2020

2 Temple Back East

Between:

Temple Quay (1) The companies listed in Schedule 2 to this Accession Deed (the "New Chargers"); and

Bristol BS1 6EQ (2) GLAS TRUST CORPORATION LIMITED as trustee for itself and each of the other Secured Parties (the "Security Agent"),

and is supplemental to a Debenture granted by Amberon Group Limited (formerly known as Ampel Topco Limited) and Amberon Acquisitions Limited (formerly known as Ampel Bidco Limited) in favour of the Security Agent on 23 November 2018 (the "Debenture").

This Accession Deed witnesses as follows:

1. Definitions and interpretation

1.1 Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Accession Deed and sub-clause 1.2 (*Construction*) of the Debenture shall apply to this Accession Deed.

1.2 In this Deed, unless the context otherwise requires, the following definitions shall apply:

"Accession Shares" means:

- (a) the shares described in Part 3 (*Shares*) of Schedule 1 to this Accession Deed;
- (b) all Derivative Assets in relation to the shares referred to in paragraph (a); and
- (c) all Related Rights in respect of paragraphs (a) to (b) (inclusive).

"Assigned Contract" means each contract specified in Part 4 (*Assigned Contracts*) of Schedule 1 to this Accession Deed.

2. Confirmation

Each New Chargor confirms it has read and understood the content of the Debenture.

3. Accession

With effect from the date of this Accession Deed, each New Chargor becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been an Original Chargor.

4. Security

4.1 Without prejudice to the generality of clause 3 (*Accession*), each New Chargor with full title guarantee in favour of the Security Agent:

- (a) charges by way of legal mortgage, all of the Property described in Part 1 (*The Property*) of Schedule 1 to this Accession Deed;
- (b) charges by way of first fixed charge:

- (i) all Property not effectively mortgaged by sub-clause 4.1(a);
  - (ii) all fixed and permanent Plant and Machinery;
  - (iii) all Plant and Machinery not effectively charged by sub-clause 4.1(b)(ii);
  - (iv) all Accession Shares;
  - (v) all Debts;
  - (vi) all Blocked Accounts;
  - (vii) all Other Accounts;
  - (viii) all Investments not effectively charged by sub-clause 4.1(b)(iv);
  - (ix) all Intellectual Property Rights;
  - (x) any VAT which it is entitled to recover and any other tax refund, rebate or repayment and any sums so received;
  - (xi) its goodwill and uncalled capital;
  - (xii) any Charged Agreements; and
  - (xiii) if not effectively assigned by sub-clause 4.1(c), all its rights and interests in (and claims under) the assets described in sub-clause 4.1(c);
- (c) by way of assignment by way of security:
- (i) all of its Insurances and Insurance Proceeds;
  - (ii) any of its Assigned Contracts;
  - (iii) any of its Hedging Agreements; and
- (d) by way of first floating charge, all its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under sub-clauses 4.1(a) or 4.1(b) or which are effectively assigned by way of security under sub-clause 4.1(c).

4.2 The floating charge created by sub-clause 4.1(d) (*Security*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

4.3 None of the Security created, or intended to be created, pursuant to sub-clauses 4.1(a), 4.1(b) or 4.1(c) shall apply to or in respect of each New Chargor's right, title or interest in and to any HP Asset.

## 5. **Construction**

Save as specifically varied in respect of each New Chargor only, the Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Debenture so that all references to "**this Deed**" in the Debenture shall include reference to this Accession Deed.

6. **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** this Accession Deed is executed on the date appearing at the head of page 1.

**Schedule 1**

**Part 1**

**Property**

<b>Chargor</b>	<b>Address or Description of Property</b>	<b>Title Number (if registered)</b>
N/A	N/A	N/A

**Part 2**

**Shares**

<b>Chargor</b>	<b>Issuer of shares</b>	<b>Number and class of shares</b>	<b>Details of nominees (if any) holding legal title to shares</b>
Forest Support Services Ltd	Forest Traffic Services Limited	688 ordinary shares of £1.00 each	N/A

**Part 3**

**Assigned Contracts**

<b>Name of Chargor</b>	<b>Date of contract</b>	<b>Parties to contract</b>	<b>Details of contract</b>
N/A	N/A	N/A	N/A

**Schedule 2**  
**New Chargors**

<b><u>Company name</u></b>	<b><u>Company registration number</u></b>	<b><u>Jurisdiction of incorporation</u></b>
Forest Support Services Ltd	07309940	England & Wales
Forest Traffic Services Limited	01664145	England & Wales



Signatories to Accession Deed

Executed as a Deed by  
**Forest Support Services Ltd**  
acting by ANDREW ROSS WILLIAMS  
a director  
in the presence of:

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

[Redacted signature area]

BEN SHORE  
No 1 Springfield, 1 Hedma Square, Manchester, M3 3EB  
SOLICITOR

Executed as a Deed by  
**Forest Traffic Services Limited**  
acting by ANDREW ROSS WILLIAMS  
a director  
in the presence of:

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

[Redacted signature area]

BEN SHORE  
No 1 Springfield, 1 Hedma Square, Manchester, M3 3EB  
SOLICITOR

**Security Agent**

Signed by Lee Morrell )  
Transaction Manager )  
authorised signatory )  
for and on behalf of )  
**GLAS TRUST CORPORATION LIMITED** )  
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**Notice Details**

Address: 45 Ludgate Hill, London EC4M 7JU, United Kingdom  
Fax: +44 (0)20 3070 0113  
Attention: Transaction Management Group/Amberon Group limited