

MR01

Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08.

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form
scanned and placed on the public record Do not send the original



LD4

L5CJ5MOZ

02/08/2016

#61

COMPANIES HOUSE

1 Company details

Company number 0 1 9 9 2 8 6 0

Company name in full COUNTRYWIDE INSURANCE MANAGEMENT LIMITED

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 2 0 7 2 0 1 6

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name U S BANK TRUSTEES LIMITED

AS SECURITY AGENT

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below



I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Particulars of a charge

4	Brief description	
Brief description	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space
	N/A	
5	Other charge or fixed security	
/	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box	
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	
/	Is the instrument expressed to contain a floating charge? Please tick the appropriate box	
	<input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7	
	Is the floating charge expressed to cover all the property and undertaking of the company?	
	<input checked="" type="checkbox"/> Yes	
7	Negative Pledge	
/	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box	
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ^①	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge	① This statement may be filed after the registration of the charge (use form MR06)
	<input type="checkbox"/>	
9	Signature	
Signature	Please sign the form here	
	Signature <input checked="" type="checkbox"/> <i>Latham & Watkins</i> <input checked="" type="checkbox"/>	
/	This form must be signed by a person with an interest in the charge	

MRO1

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name ALICE DRAYTON

Company name LATHAM & WATKINS

Address 99 BISHOPSGATE

Post town LONDON

County/Region

Postcode E C 2 M 3 X F

Country UNITED KINGDOM

DX

Telephone 020 7710 1035



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 NR Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1992860

Charge code: 0199 2860 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd July 2016 and created by COUNTRYWIDE INSURANCE MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd August 2016

P

Given at Companies House, Cardiff on 8th August 2016



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument, delivered as part of this application for registration under section 859A of the Companies Act 2006, is a correct copy of the original security instrument

Execution Version

Signature
Date

James Gyle
25 July 2016

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 22 July 2016

BETWEEN

- 1 The Companies listed in Schedule 1 to this Security Accession Deed, each incorporated in England and Wales with registered number as set out next to its name in Schedule 1 to this Security Accession Deed (the "New Charging Companies" and each a "New Charging Company"),
- 2 Bravo Investment Holdings 2 Limited, a company incorporated in England and Wales with registered number 10125090 (the "Company"), for itself and as agent for and on behalf of each of the existing Charging Companies, and
- 3 US Bank Trustees Limited as security trustee for itself and the other Secured Parties (the "Security Agent")

RECITAL:

This deed is supplemental to a debenture dated 1 July 2016 between, *inter alia*, the Company, the Charging Companies named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "Debenture")

NOW THIS DEED WITNESSES as follows

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture have the same meaning when used in this deed

In this deed

"Applicable Requirements" means the FCA Rules and, to the extent applicable at any time, the PRA Rules,

"FCA" means the Financial Conduct Authority in relation to the exercise of its functions under Part VI of the Financial Services and Markets Act 2000 or any successor thereof,

"FCA Rules" means the rules, principles, policy and guidance of the FCA,

"PRA" means the Prudential Regulation Authority in relation to the exercise of its functions under the Financial Services and Markets Act 2000 or any successor thereof,

"PRA Rules" means the rules, principles, policy and guidance of the PRA, and

"Trust Accounts" means any account (including any re-designation, replacement, sub-account and/or any related deposit account of any such account or accounts) of any New Charging Company which is required by the FCA and/or the PRA to be established for the purposes of ring-fencing amounts required to achieve an orderly wind-down of all of the Group's regulated businesses including the payment of all costs, expenses and liabilities relating thereto, as referred to in Clause 2.6 (*Trust Accounts*) and as set out in Schedule 5

1 2 Construction

Clause 1.2 (*Construction*) and Clause 1 3 (*Other References*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed

2. ACCESSION OF NEW CHARGING COMPANY

2 1 Accession

Each New Charging Company agrees to be a Charging Company 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 as a Charging Company

2 2 Covenant to pay

Each New Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge on demand the Secured Obligations when they fall due for payment in the manner specified in the Secured Documents

2 3 Fixed Charges

Subject to Clause 2 3(c) below, each New Charging Company, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent (for the benefit of itself and the other Secured Parties) with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest

- (a) by way of first legal mortgage, the Premises (including the property specified in Schedule 2) together with all buildings and fixtures (including trade fixtures) and fittings on that property, and
- (b) by way of first fixed charge
 - (i) all other interests (not charged under Clause 2 3(a)) in any freehold property or Leasehold Property, the buildings and fixtures (including trade fixtures) and fittings on that property, all money received by or payable to a Charging Company in respect of such property, all proceeds of sale derived therefrom and the benefit of all rights, benefits, easements, appurtenances, warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,
 - (ii) all the Subsidiary Shares and Investments (including the shares specified in Schedule 3) and all corresponding Distribution Rights,
 - (iii) all plant, machinery, vehicles, furnishings, computers, office and other equipment, and other chattels together with any spare parts, replacements or modifications, and the benefit of all contracts, licences and warranties relating thereto,
 - (iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,

- (v) all debts and monetary claims (other than Book Debts) and all rights against third parties and all proceeds in respect of such debts and monetary claims,
 - (vi) subject to Clause 2 6 (*Trust Accounts*) below, all monies standing to the credit of its Bank Accounts (including the Bank Accounts specified in Schedule 5) and any other bank accounts which it may have time to time with any bank, financial institution, or other person and all rights, title and interest related to those accounts,
 - (vii) all its Intellectual Property (including the Intellectual Property specified in Schedule 7),
 - (viii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets,
 - (ix) its goodwill and uncalled capital, and
 - (x) if not effectively assigned by Clause 2 5 (*Security Assignment*), all its rights, title and interests in (and claims under) the Assigned Agreements
- (c) The parties acknowledge that the ranking of the Security created pursuant to Clause 2 3(a) and (b) (*Fixed Charge*) is subject to the Subordination Deed and that the application of proceeds pursuant to this deed and is provided for in the Subordination Deed

2 4 Floating Charge

- (a) As further continuing security for the payment of the Secured Obligations, subject to Clause 2 4(b) and Clause 2 6 (*Trust Accounts*) below, each New Charging Company charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights not effectively charged by way of first fixed charge under Clause 2 3 (*Fixed Charges*) or assigned under Clause 2 5 (*Security Assignment*)
- (b) The parties acknowledge that the ranking of the Security created pursuant to Clause 2 4(a) (*Floating Charge*) is subject to the Subordination Deed and that the application of proceeds pursuant to this deed and is provided for in the Subordination Deed
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed

2 5 Security Assignment

- (a) As further continuing security for the payment of the Secured Obligations, each New Charging Company assigns absolutely with full title guarantee to the Security Agent (for the benefit of itself and the other Secured Parties) all its rights, title and interest (both present and future, from time to time) in and to the Assigned Agreements, provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of each relevant New Charging Company re-assign

the relevant rights, title and interest in the Assigned Agreements to each relevant New Charging Company (or as it shall direct)

- (b) Following the occurrence of an Event of Default which is continuing, the relevant New Charging Company may not continue to deal with the counterparties to the relevant Assigned Agreements, without the prior written consent of the Security Agent

2.6 Trust Accounts

- (a) Each New Charging Company shall ensure that the aggregate of all sums placed into the Trust Accounts shall not exceed the amount which the Group is legally obliged to deposit into such accounts in accordance with the Applicable Requirements
- (b) Notwithstanding anything to the contrary in the Debenture or in this deed, all Trust Accounts and all monies deposited in them from time to time shall be excluded from the Security created by this deed and nothing in this deed shall create Security, or purport to create Security, over any Trust Account or monies held therein

3. CONSTRUCTION OF DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed

4. CONSENT OF EXISTING CHARGING COMPANIES

The existing Charging Companies agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture

5. NOTICES

Each New Charging Company confirms that its address details for notices in relation to Clause 20.1 (*Communications in Writing*) of the Debenture are as follows

Address Hexagon House, Grimbald Crag Close, Knaresborough, North Yorkshire, HG5 8PJ

Attention Simon Drew

6. GOVERNING LAW

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law

IN WITNESS whereof this deed has been duly executed and delivered on the date first above written

SCHEDULE 1
Charging Companies

New Charging Company	Registered Number	Jurisdiction of Incorporation
The Broker Network Limited	02906084	England and Wales
Countrywide Insurance Management Limited	01992860	England and Wales

SCHEDULE 2
Details of Properties

Registered Land

None at the date of this deed

Unregistered Land

None at the date of this deed

SCHEDULE 4

Details of Bank Accounts






Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
The Broker Network Ltd	Lloyds TSB (CITY OFFICE, PO Box 72, Bailey Drive, Gillingham Business Park, Kent, ME8 0LS)	REDACTED	
The Broker Network Ltd	Royal Bank of Scotland (London City Office, ME4 4RT)	REDACTED	
The Broker Network Ltd	HSBC (Skipton, 61 High St, N Yorks , BD23 1DW)	REDACTED	
The Broker Network Ltd	Lloyds TSB (CITY OFFICE, PO Box 72, Bailey Drive, Gillingham Business Park, Kent, ME8 0LS)	REDACTED	
Countrywide Insurance Management Ltd	Lloyds TSB (COLMORE ROW, Birmingham OSC, Ariel House, 2138 Coventy Road, Sheldon, B26 3JW)	REDACTED	

SCHEDULE 5

Details of Trust Accounts

[illegible]

SCHEDULE 6
List of Intellectual Property

Trade mark	Registration/ Application Number	Proprietor	Class of Registration
 BROKER NETWORK	3016880	The Broker Network Limited	36
 COUNTRYWIDE	3160267	The Broker Network Limited	36
 BROKER GROW. PROTECT. SUPPORT.	3160797	The Broker Network Limited	36
 BROKER NETWORK EXCLUSIVELY YOURS	3144643	The Broker Network Limited	36
 BROKER NETWORK	3144628	The Broker Network Limited	36

SCHEDULE 7
List of Insurances

Name of Chargor	Insurer	Policy Number	Type of Risk Insured
The Broker Network Ltd and Countrywide Insurance Management Ltd	Fusion Insurance Services (RSA Capacity provider)	CC1013048001	Commercial Combined Material Damage Business Interruption Money Business Machines Employers Liability Public Liability
The Broker Network Ltd and Countrywide Insurance Management Ltd	Fusion Insurance Services (Aviva Capacity provider)	TBA	Public Liability
The Broker Network Ltd and Countrywide Insurance Management Ltd	HSB Engineering Insurance	0006400043	Balance of Risks cover including Negligent Breakdown, Derangement and Power Surge
The Broker Network Ltd and Countrywide Insurance Management Ltd	Lorega / Lloyds	BROK04TA01	
The Broker Network Ltd and Countrywide Insurance Management Ltd	Chubb Insurance Company	64829314	Personal Accident Business Travel
The Broker Network Ltd and Countrywide Insurance Management Ltd	Fusion Insurance Services (Equity Red Star Capacity provider)	FF/743812F72109	Motor Fleet (Comprehensive Cover)
The Broker Network Ltd and Countrywide Insurance Management Ltd	Lorega / Lloyds	BROK01CM01	Motor claims management Uninsured loss recovery
The Broker Network Ltd	Novae Underwriting	BO831P1631137	Professional Indemnity

SIGNATORIES TO SECURITY ACCESSION DEED

The New Charging Companies

EXECUTED as a deed by

THE BROKER NETWORK LIMITED

acting by a director in the presence

)
REDACTED

Signature of director

REDACTED

Signature of witness

Name of witness

Janet Bates

Address of witness

2 Mill Way, Okley, LE21 1FE

Occupation of witness

PA

EXECUTED as a deed by
COUNTRYWIDE INSURANCE
MANAGEMENT LIMITED
acting by a director in the presence of

REDACTED

Signature of director

REDACTED

Signature of witness

Name of witness

Janet Bates

Address of witness

2 Mill Way, Oldry, L21 1FE

Occupation of witness

P.A.

The Company

EXECUTED as a deed by
BRAVO INVESTMENT HOLDINGS 2 LIMITED
for itself and as agent for the existing
Charging Companies **REDACTED**
acting by a director in the presence of

Signature of director
Signature of witness
Name of witness
Address of witness
Occupation of witness

REDACTED
.....
.....
Janek Bales
2 Mill Way Otley LS21 1FE
PA

The Security Agent

EXECUTED by
U.S. BANK TRUSTEES LIMITED
acting by two authorised signatories

) **REDACTED**
)
) **Amy Connolly**
Authorised Signatory

REDACTED

Emma White
Authorised Signatory

- ... - -

- ...