

445679/91
MR01

Particulars of a charge

Oyez

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 within
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
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record

FRIDAY



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A10

20/12/2013

#262

COMPANIES HOUSE

1 Company details

Company number 0 4 5 2 9 9 1 7

Company name in full Vebra Solutions Limited (the "Chargor")

4	For official use
► 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 01/07/2012

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 Silicon Valley Bank

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

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

The Chargor charges:

- (a) by way of first legal mortgage the Property, and
- (b) by way of first fixed charge the Intellectual Property Rights.

In this MR01

"Intellectual Property Rights"

Trade mark number UK00002234993

Jurisdiction: UK

Classes 9, 36, 41, 42

Trade mark text: Estatecraft

Trade mark number: UK00002234995

Jurisdiction: UK

Classes. 9, 36, 41, 42

Trade mark text: Propertycraft

"Property"

Unit D Halifax Way, Pocklington (title number YEA26773)

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Particulars of a charge

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Trustee statement

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)

9

Signature

Please sign the form here

Signature

Signature

X

Osborne Clarke

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name
1008055/Emma Percival

Company name
Osborne Clarke

Address
One London Wall

London

Post town

County/Region

Postcode

E C 2 Y 5 E B

Country

DX

Telephone
+44 20 7105 7200



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 N R 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: 4529917

Charge code: 0452 9917 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th December 2013 and created by VEBRA SOLUTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th December 2013.

A small, handwritten mark resembling a stylized 'f' or a signature.

Given at Companies House, Cardiff on 30th December 2013



Companies House



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

and accurate copy of the original document
dated

18 day of December
2013

Osborne Clarke

Osborne Clarke
1 London Wall
London
EC2Y 5EB

This Accession Deed made on

17

December 2013

Between

- (1) The Subsidiaries of the Company whose names, company numbers and registered offices are set out in Schedule 1 (the "New Chargors" and each a "New Chargor"), and
- (2) Silicon Valley Bank (the "Bank"),
and is supplemental to a Debenture granted by Property Software Holdings Limited (the "Company") in favour of the Bank on 17 December 2013 (the "Debenture")

Now this Deed witnesses as follows

1. Definitions and Interpretation

Words and expressions defined in the Debenture shall have the same meaning in this Accession Deed

2. Confirmation

Each New Chargor confirms it has been supplied with a copy of the Debenture and that it is a member of the Group

3. Accession

Each New Chargor

- (a) covenants with the Bank for the benefit of the Bank (including its assigns, transferees and successors in title) to be bound by all the terms of the Debenture, and
- (b) creates and grants with effect from the date of this Deed, the mortgages, charges, assignments and other Security which are stated to be created or granted pursuant to the Debenture,

as if that New Chargor had been an original party to the Debenture as a Chargor

4. Security

4.1 Without prejudice to the generality of Clause 3 of this Deed, each New Chargor charges and assigns with full title guarantee in favour of the Bank:

- (a) by way of legal mortgage, the Property specified in Part 2 of the Schedule to this Deed, and all Rights relating to such Property;
- (b) by way of first fixed charge:
 - (i) all Property not validly charged in Clause 4.1(a) and all Rights relating to such Property,
 - (ii) all easements, rights and agreements in respect of all Property, and
 - (iii) all proceeds of sale derived from all Property;
- (c) by way of first fixed charge, its Contracts,

- (d) by way of first fixed charge, its Book Debts;
 - (e) by way of first fixed charge, all the Intellectual Property Rights specified in respect of that Chargor in Part 5 of the Schedule to this Deed;
 - (f) by way of first fixed charge, all its Intellectual Property Rights not charged by Clause 4.1(e);
 - (g) by way of first fixed charge, its Plant and Machinery,
 - (h) by way of first fixed charge, the Securities specified in Part 3 of the Schedule to this Deed,
 - (i) by way of first fixed charge, all its Securities not charged by Clause 4.1(h).
 - (j) by way of first fixed charge, all its Derivative Assets of a capital nature.
 - (k) by way of first fixed charge, all its Derivative Assets of an income nature
 - (l) by way of first fixed charge all its present and future bank accounts, cash at bank and credit balances (excluding those arising on fluctuating accounts) with any bank or other person and all rights relating to or attaching to them (including the right to interest)
 - (m) by way of first fixed charge, all its goodwill and uncalled capital for the time being
 - (n) by way of absolute assignment, all present and future insurances in respect of any Fixed Charge Assets and the proceeds of such insurances,
 - (o) by way of absolute assignment, all other present and future insurances and the proceeds of such insurances not charged by Clause 4.1(n)
 - (p) by way of absolute assignment, the benefit of contracts specified as Assigned Contracts in Part 4 of the Schedule to this Deed.
 - (q) by way of absolute assignment, all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Charge Asset, except to the extent such rights, money or property are for the time being effectively charged under the provisions of Clauses 4.1(a) to 4.1(p) above.
 - (r) by way of first fixed charge, its rights now or hereafter to recover any VAT on any supplies made to it relating to the Assets any tax refund, rebate or repayment, and any sums so recovered, and
 - (s) by way of first floating charge, all its undertaking and assets whatsoever, wherever situate, whether movable, immovable, present or future, including, without limitation, its uncalled capital for the time being and all its undertaking and assets referred to above which are, for any reason, not validly charged or assigned pursuant to Clauses 4.1(a) to 4.1(r) (inclusive) of this Deed.
- 4.2 The assignments set out in Clause 4.1 are absolute assignments for the purposes of section 136 LPA and are not made by way of charge only.
- 4.3 The floating charge created by Clause 4.1(s) of this Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

5 Construction

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

6. Governing Law

This Accession Deed shall be governed by and construed according to English law.

In witness whereof the New Chargors and the Bank have caused this Accession Deed to be duly executed on the date appearing at the head of page 1.

Schedule to Accession Deed

Part 1

The Chargors

Name of Chargor	Company Number	Company Address
GMG Property Services (Holdings) Limited	04128830	PO Box 68164 Kings Place, 90 York Way, London N1 2AP
Core Estates Ltd	02923850	PO Box 68164 Kings Place, 90 York Way, London N1 2AP
CFP Software Limited	02428214	PO Box 68164 Kings Place, 90 York Way, London N1 2AP
Vebra Investments Limited	04956122	PO Box 68164 Kings Place, 90 York Way, London N1 2AP
Vebra Limited	03919424	PO Box 68164 Kings Place, 90 York Way, London N1 2AP
Vebra Solutions Limited	04529917	PO Box 68164 Kings Place, 90 York Way, London N1 2AP

Part 2

Property

Chargor	Short Description of Property	Title Number (if registered)
Vebra Solutions Limited	Unit D Halifax Way, Pocklington	YEA26773

Part 3

Securities

Chargor	Name of company in which Securities are held	Securities held
GMG Property Services (Holdings) Limited	VEBRA Investments Limited	10,000 ordinary shares of £1 each and 953,999 irredeemable non-cumulative preference shares
GMG Property Services (Holdings) Limited	Core Estates Limited	165 ordinary shares of £1 each 18 ordinary C shares of £1 each 15 ordinary D shares of £1 each
GMG Property Services (Holdings) Limited	CFP Software Limited	100 ordinary shares of £1 each
VEBRA Investments Limited	Vebra Limited	40,823,000 ordinary shares of £0.01 each
Vebra Limited	VEBRA Solutions Limited	1 ordinary share of £1
Vebra Limited	Real Estate Technology Limited	14 ordinary A shares of £1 each 6 ordinary B shares of £1 each
Vebra Limited	GMG PSG Web Services Limited	1 ordinary share of £1

Part 4
Assigned Contracts

Chargor	Date of contract	Parties to contract	Details of contract
N/A			

Part 5
Intellectual Property Rights

Trade marks				
Chargor	Trade mark number	Jurisdiction	Classes	Trade mark text
GMG Property Services (Holdings) Limited	EU010873651	EU	16, 36, 38, 42	Alto
GMG Property Services (Holdings) Limited	EU010873545	EU	9, 16, 36, 38, 41, 42	CFP Alto
GMG Property Services (Holdings) Limited	EU009399767	EU	9, 16, 36, 38, 41, 42	CFP Software
GMG Property Services (Holdings) Limited	EU009399643	EU	9, 16, 36, 38, 41, 42	CFPWinman
CFP Software Limited	UK00002290741	UK	9, 16, 37, 41, 42	CFPWinman
Vebra Solutions Limited	UK00002234993	UK	9, 36, 41, 42	Estatecraft
CFP Software Limited	UK00002445266	UK	9, 16, 35, 36, 37, 41, 42	Livelets
Vebra Solutions Limited	UK00002234995	UK	9, 36, 41, 42	Propertycraft
GMG Property Services (Holdings) Limited	EU010872761	EU	9, 16, 36, 38, 41, 42	Vebra Alto
GMG Property Services (Holdings) Limited	EU9401051	EU	9, 16, 36, 38, 41, 42	Vebra (Image)
GMG Property Services (Holdings) Limited	EU009400904	EU	9, 16, 36, 38, 41, 42	Vebra
Patents				
Chargor	Patent number	Jurisdiction	Description	

Chargors

Executed as a Deed

**By: GMG Property Services (Holdings)
Limited**

in the presence of:

Signature of witness

Name of witness

Address of witness

Occupation of witness

**Executed as a Deed
By: Core Estates Ltd**

in the presence of

Signature of witness

Name of witness

Address of witness

Occupation of witness

Executed as a Deed
By: CFP Software Limited

in the presence of:

Signature of witness

Name of witness /

Address of witness

Occupation of witness

SOL

Executed as a Deed
By: Vebra Investments Limited

in the presence of:

Signature of witness

Name of witness /

Address of witness

Occupation of witness

SI

Executed as a Deed
By: Vebra Limited

In the presence of

Signature of witness

Name of witness

Address of witness

Occupation of witness
S6

Executed as a Deed
By: Vebra Solutions Limited

In the presence of

Signature of witness

Name of witness

Address of witness

Occupation of witness
QE

The Bank

Signed for and on behalf of
SILICON VALLEY BANK
by its duly authorised attorney
in the presence of.

)
)
)
)

Attorney

Signature of witness.

Name.

Address.

Occupation.

Executed as a Deed
By: Vebra Limited

_____director

In the presence of

Signature of witness

Name of witness

Address of witness

Occupation of witness

Executed as a Deed
By Vebra Solutions Limited

_____director

In the presence of

Signature of witness

Name of witness

Address of witness

Occupation of witness

The Bank

Signed for and on behalf of
SILICON VALLEY BANK
by its duly authorised attorney
in the presence of

Signature of witness

Name

Address

Occupation