

MR01

Particulars of a charge

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Laserform

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

You can use the WebFiling  
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 the charge is  
instrument Use form MR01

SATURDAY



A11 \*A41QA5BS\* #104  
21/02/2015  
COMPANIES HOUSE

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 a 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. **Do not send the original.**

**1 Company details**

Company number 0 6 9 5 1 5 4 4

Company name in full Marketing VF Ltd

For official use

**Filling 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 1 6 0 2 2 0 1 5

**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 HSBC Bank plc as Security Agent for the Finance Parties (**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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**4** 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

Brief description

Not applicable

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

**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

☒ 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

**8** Trustee statement <sup>1</sup>

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

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

**9** Signature

Please sign the form here

Signature

Signature

X Addlshaw Gohard LLP X

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

MR01

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 WELLE/15421-1437

Company name Addleshaw Goddard LLP

Address Milton Gate

60 Chiswell Street

Post town London

County/Region

Postcode E C 1 Y 4 A G

Country United Kingdom

DX 47 London

Telephone 020 7606 8855



**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

CHFP025

06/14 Version 2.0



**FILE COPY**

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

Company number: 6951544

Charge code: 0695 1544 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th February 2015 and created by MARKETING VF LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st February 2015.

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Given at Companies House, Cardiff on 2nd March 2015



**Companies House**



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

WE HEREBY CERTIFY THAT THIS IS  
A TRUE COPY (AS REDACTED) OF  
THE ORIGINAL

Security Deed of Accession

This Deed is made on 16 February 2015

Addleshaw Goddard LLP  
DATE 19 - 2 - 2015  
ADDLESHAW GODDARD LLP

Between

- (1) Lock Bidco Limited (registered in England with number 09268374 for itself and for the Chargors) (**Company**),
- (2) Marketing VF Ltd (registered in England with number 06951544) (**Acceding Chargor**), and
- (3) HSBC Bank plc as Security Agent for the Finance Parties (**Security Agent**)

Whereas

- (A) This Deed is supplemental to a debenture dated on or about the date hereof between, inter alia, the Company, the Chargors and the Security Agent (**Debenture**)
- (B) The Acceding Chargor has also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Deed of Accession and by doing so appoints the Company as its agent on the terms set out in the Accession Deed

It is agreed

**1 Definitions and interpretation**

**1.1 Definitions**

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed
- (b) In this Deed, **Subsidiary Shares** means all shares present and future held by the Acceding Chargor or its Subsidiaries including those listed in schedule 2 (Subsidiary Shares) to this Deed

**1.2 Interpretation**

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration) and 1.5 (Incorporated terms) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to **this Deed** shall be construed as references to this Security Deed of Accession

**2 Accession of Acceding Chargor**

**2.1 Accession**

The Acceding Chargor agrees to be a Chargor 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

**2.2 Covenant to pay**

The Acceding Chargor covenants with the Security Agent as security trustee for the Finance Parties that it will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents

## **2 3 Charging provisions**

All security created by a Chargor under clauses 2 4 to 2 7 inclusive is

- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee (with all covenants implied herein pursuant to the Law of Property (Miscellaneous Provisions) Act 1994 being subject to and qualified by reference to the Legal Reservations and any Permitted Security),
- (c) granted in respect of all the right, title and interest (if any), present and future of the Acceding Chargor in and to the relevant Secured Asset, and
- (d) in favour of the Security Agent as security trustee for the Finance Parties

## **2 4 First legal mortgages**

The Acceding Chargor charges by way of first legal mortgage

- (a) the properties described in schedule 1 (Properties) to this Deed,
- (b) all other interests and estates in freehold, leasehold and commonhold property,

and, in each case, all Premises and Fixtures on such property for the time being

## **2 5 Assignments**

- (a) Subject to a proviso for re-assignment on redemption and to obtaining any necessary consent to that assignment from any third party, each Acceding Chargor assigns
  - (i) the agreements described in schedule 3 (Relevant Agreements) to this Deed, and
  - (ii) its Relevant Policies
- (b) The Acceding Chargor shall remain liable to perform all its obligations under the Relevant Agreements, and the Relevant Policies
- (c) Notwithstanding the other terms of this clause 2 5, prior to the occurrence of a Declared Default which is continuing, the Acceding Chargor shall (in its sole discretion), subject to the other terms of the Finance Documents, continue to exercise all and any of its rights, remedies, discretions or judgements (including the giving of any waivers or consent) under and in connection with the Relevant Agreement and be entitled to all proceeds and claims arising therefrom

## **2 6 First fixed charges**

The Acceding Chargor charges by way of first fixed charge (subject in each case to obtaining any necessary consent to such fixed charge from any third party)

- (a) all other interests and estate in any freehold, leasehold or commonhold property other than any Excluded Leasehold Property,
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,

- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property,
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,
- (e) the Subsidiary Shares together with all Related Rights,
- (f) the Investments together with all Related Rights,
- (g) all book and other debts due to the Acceding Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),
- (h) all monies from time to time standing to the credit of each Blocked Account,
- (i) all monies from time to time standing to the credit of each account held by the Acceding Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**),
- (j) all its Intellectual Property to the extent it is capable of being charged,
- (k) all its goodwill and uncalled capital,
- (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them,
- (m) to the extent that any legal mortgage in clause 2 4 or any assignment in clause 2 5 is ineffective as a legal mortgage or an assignment (as applicable), the assets referred to in that clause

## 2 7 Floating charge

The Acceding Chargor charges (subject to any Permitted Security) by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 2 4, 2 5 or 2 6

## 2 8 Qualifying floating charge

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed

## 3 Consent of existing charging companies

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture

#### **4 Security power of attorney**

- 4 1 The Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Acceding Chargor is obliged to take under this Deed and which the Acceding Chargor has been requested in writing by the Security Agent to do but has failed to do within 5 Business Days following such request. The Acceding Chargor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this clause 4.
- 4 2 The power of attorney granted under this clause shall become effective only upon the occurrence of any Event of Default which is continuing

#### **5 Notices**

The Acceding Chargor confirms that its address details for notices in relation to clause 23 (Notices) of the Debenture are as follows

Address Ryland House, 24A Ryland Road, London NW5 3EH

Email [notices@bridgepoint.eu](mailto:notices@bridgepoint.eu), [michael.teixeira@mvglobal.com](mailto:michael.teixeira@mvglobal.com)

Attention The Company Secretary

#### **6 Counterparts**

This Deed 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 this Deed

#### **7 Governing law and jurisdiction**

Clauses 30 (*Governing law*) and 31 1 (*Jurisdiction of English courts*) of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed

**This Deed** has been entered into as a deed on the date given at the beginning of this Deed



## **Schedule 2**

### **Subsidiary Shares**

<b>Chargor</b>	<b>Name and registered number of Subsidiary</b>	<b>Number and class of shares</b>
Marketing VF Ltd	Think Ahead Advice Limited (08219570)	2 ordinary shares

SIGNATURES

Company

Executed as a deed by *Michael Teixeira* )  
Lock Bidco Limited )  
acting by one director )  
in the presence of a witness )

Director

Witness' Signature

Witness' Name

*Natalie Scoones*

Witness' Address

TRIVERS SMITH LLP  
10 SNOW HILL  
LONDON EC1A 2AL  
TEL: 020 7295 3000

Acceding Chargor

Executed as a deed by *Michael Teixeira* )  
Marketing VF Ltd )  
acting by one director )  
in the presence of a witness )

Director

Witness' Signature

Witness' Name

*Natalie Scoones*

Witness' Address

TRIVERS SMITH LLP  
10 SNOW HILL  
LONDON EC1A 2AL  
TEL: 020 7295 3000

Security Agent

Executed as a deed )  
by )  
as duly authorised attorney )  
for and on behalf of HSBC Bank plc )  
in the presence of )  
Witness

Witness' Signature

Witness' Name

Witness' Address

## SIGNATURES

### Company

Executed as a deed by )  
**Lock Bidco Limited** )  
acting by one director )  
in the presence of a witness ) **Director**  
)

Witness' Signature

Witness' Name

Witness' Address

### Acceding Chargor

Executed as a deed by )  
**Marketing VF Ltd** )  
acting by one director )  
in the presence of a witness ) **Director**  
)

Witness' Signature

Witness' Name

Witness' Address

### Security Agent

Executed as a deed )  
by )  
as duly authorised attorney )  
for and on behalf of **HSBC Bank plc** )  
in the presence of )  
Witness )

Witness' Signature

Witness' Name

*Matthew Logan*

Witness' Address

*8 Canada Square  
London, E14 5HQ*