

MR07

Particulars of alteration of a charge (particulars of
a negative pledge)



Companies House

☒ **What this form is for**
You may use this form to notify
that a charge has been altered.

☐ **What this form is NOT for**
You may not use this form to
that a charge has been altered
an LLP. Please use form LL M



A09 *A8AHTZBD* 26/07/2019 #234
COMPANIES HOUSE



Please include a certified copy of the instrument of alteration
This will be placed on the public record.

1

Company details

Company number 0 7 4 4 6 9 7 0

Company name in full VEOO LTD

→ **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

When was the charge created?

→ **Before 06/04/2013. Complete Part A and Part C**

→ **On or after 06/04/2013. Complete Part B and Part C**

Part A

Charges created before 06/04/2013

A1

Charge creation date

Please give the date of creation of the charge.

Charge creation date d d m m y y y y

A2

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced.

Instrument description

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

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A3

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged as set out when the charge was registered.

Short particulars

Continuation page

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

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Part B Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code. This can be found on the certificate.

Charge code ❶

0 7 4 4 - 6 9 7 0 - 0 0 0 1

❶ Charge code

This is the unique reference code allocated by the registrar.

Part C To be completed for all charges

C1

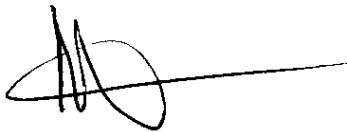
Signature

Please sign the form here.

Signature

Signature

X



X

This form must be signed by the company that created the charge or by the person taking the benefit of this or any affected charge.

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**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 **Neil Warren**

Company name **Redd Factors Ltd**

Address **Shalford Dairy, Wasing Estate**

Aldermarston,

Berkshire

Post town

County/Region

Postcode **R G 7 4 N B**

Country

DX

Telephone **0118 971 2831**

**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 of alteration.

Part A Charges created before 06/04/2013

- ☐ You have given the charge date.
- ☐ You have completed the Description of instrument and Short particulars in Sections A2 and A3.

Part B Charges created on or after 06/04/2013

- ☒ You have given the charge code.

Part C To be completed for all charges

- ☒ You have signed the form.

**Important information**

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

**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

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING

THIS DEED is made the 12th day of July 2019 BETWEEN

- (1) REDD FACTORS LIMITED** incorporated and registered in England and Wales with company number 03415638 and whose registered office is Shalford Dairy, Wasing Estate, Aldermaston, Berkshire RG7 4NB ("Redd");
- (2) WEB ZONE LIMITED** incorporated and registered in England and Wales with company number 09638695 and whose registered office is at 77 Park Street, London, SE1 9EA (the "Chargee"); and
- (3) VEOO LTD** incorporated and registered in England and Wales with company number 07446970 and whose registered office is at 22-25 Eastcastle Street, 4th Floor, London W1W 8DF (the "Company").

AND WITNESSES as follows:

1. Definitions and Interpretation

- 1.1** In this Deed, except where the context otherwise requires, each of the expressions set out below shall have the following meanings:

"Administrator" has the same meaning as in Schedule B1 to the Insolvency Act 1986 as introduced by the Enterprise Act 2002;

"Book Debts" means all present and future book and other debts, and monetary claims due or owing to the Company in relation thereto;

"Chargee's Security" means a debenture dated 21 March 2018 made between the Company and the Chargee;

"Financiers" means the Chargee and Redd, and "Financier" shall mean any of them;

"Redd's Security" means a debenture dated 12th July 2019 made between the Company and Redd;

"Receiver" includes a liquidator, an Administrator, an administrative receiver and a receiver and manager;

"Securities" means the Chargee's Security and Redd's Security and "Security" means either of them.

- 1.2** In this Deed, unless the context otherwise requires:

- (a)** references to the parties shall be construed so as to include their respective successors and permitted assigns;
- (b)** references to a "business day" shall be construed as a reference to a day (other than a Saturday or a Sunday) on which banks are generally open for the transaction of business in Pounds Sterling in London;
- (c)** references to clauses are references to clauses of this Deed;

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- (d) references to this Deed shall be to this Deed as amended, varied, supplemented or novated from time to time;
- (e) headings are inserted for ease of reference only and shall be ignored in the construction of this Deed;
- (f) references to any statute or law shall be to such statute or law as re-enacted, amended, extended or replaced from time to time; and
- (g) the singular includes the plural and vice versa and any gender includes the other.

1.3 If there is any conflict or inconsistency between any provision of this Deed and any provision contained within a Security, the provisions of this Deed shall prevail.

2. Consents

Insofar as consent is required under the terms of any of the Securities or otherwise the Chargee hereby confirms its consent to the creation and continuance of Redd's Security and Redd hereby confirms its consent to the creation and continuance of the Chargee's Security.

3. Priorities

3.1 All receipts, recoveries and realisations ("realisations") pursuant to the enforcement of the Securities shall be applied in satisfying the monies, obligations and liabilities thereby secured as follows:

(a) realisations of the Book Debts shall be applied:

FIRST - to Redd without limit;

SECOND - to the Chargee

(b) realisations of all other assets of the Company shall be applied:

FIRST - to Redd without limit;

SECOND - to the Chargee

3.2 The amount of any Receiver's remuneration and all outgoings, costs, charges, expenses, liabilities and payments ranking by statute for payment in priority to the amount secured by the Securities shall be deducted from all receipts and recoveries under the Security under which he is appointed prior to their application towards the discharge or satisfaction of the amount secured by the Securities.

4. Continuing Security

The Securities shall be continuing securities for repayment to the Financiers of the money and liabilities thereby secured and the priority arrangements herein contained shall not be affected by any fluctuations in the amount from time to time due owing or incurred by the Company to the Financiers or by the existence at any time of a credit or nil balance on any relevant account of the Company with any Financier.

5. Enforcement of Security

5.1 The Financiers shall consult and co-operate with each other to the intent (without any requirement) that:

- (a) the Securities shall so far as practicable be enforced by the same method and at the same time;
- (b) in the case of an appointment of a Receiver or Receivers by a Financier under its Security the same person(s) shall be appointed Receiver(s) by the other Financier (if that other Financier shall also make such an appointment).

5.2 The provisions of clause 5.1 shall not prevent either Financier from appointing a Receiver under its Security or from the exercise or enforcement of its Security without any consultation if it considers it expedient to do so, subject to the giving of any notices that may be required pursuant to the Insolvency Act 1986 (as amended by the Enterprise Act 2002).

5.3 If either Financier shall appoint an Administrator or Receiver under its Security or shall otherwise enforce or exercise its Security it shall promptly give written notice thereof to the other Financier.

6. Information

6.1 Whilst this Deed subsists each Financier shall be at liberty from time to time to disclose to the others, information concerning the Company and its affairs in such manner and to such extent as such Financier shall from time to time think fit.

6.2 Each Financier acknowledges the right of the other Financiers to the production and delivery of copies of the documents comprising or referred to in its Security.

7. Compliance with Covenants

7.1 Provided that the Company shall observe and perform all the covenants in Redd's Security relating to its Book Debts and the proceeds of the same then the Company shall be deemed to have complied with all or any of the covenants in the Chargee's Security relating to its Book Debts and the proceeds of the same.

7.2 In the event of any monies being received under any insurance covering any of the property or assets charged under the Securities (excluding, for the avoidance of doubt, any credit insurance relating to any Book Debts), such monies shall (subject to the rights of prior encumbrances, if any) be applied in replacing, restoring or reinstating the property or assets destroyed, damaged or lost unless the Financiers otherwise direct in writing.

8. Termination

This Deed shall cease to have effect when the Securities of either Redd or the Chargee shall have been fully discharged.

9. The Company's Acknowledgement

9.1 The Company acknowledges the priorities herein recorded and agrees to the remaining terms hereof.

- 9.2 The Company acknowledges that this Deed does not create any rights in its favour and that it shall not be entitled to rely upon or enforce any term of this Deed as against any Financier.

10. **Entire Agreement**

This Deed forms the entire agreement between the parties relating to the priority of their respective Securities and the application of the proceeds thereof and supersedes all earlier meetings, discussions, correspondence, e-mails, facsimile transmissions, telexes, letters and communications, understandings and arrangements of any kind so relating.

11. **Waivers**

- 11.1 No forbearance or failure by any party to exercise or assert or claim any right or entitlement hereunder shall be construed (in the absence of a written agreement to waive or a written confirmation of a past waiver) as a waiver of that right or entitlement.

- 11.2 No waiver of any breach of any term of this Deed shall (unless expressly agreed in writing by the waiving party) be construed as a waiver of a future breach of the same term or as authorising a continuation of the particular breach.

- 11.3 None of the terms of this Deed is enforceable by any person other than Redd and the Chargee and their respective successors in title pursuant to the Contracts (Rights of Third Parties) Act 1999. No purchaser dealing with any of the Financiers or any Receiver shall be concerned in any way with the provisions of this Deed and shall assume that the Financiers or any such Receiver is acting in accordance with the provisions of this Deed.

12. **Variations**

Any variation of this Deed shall be binding only if it is recorded in a document signed by or on behalf of each Financier.

13. **Severability**

The provisions of this Deed shall be severable and distinct from each other and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of each of the remaining provisions of this Deed shall not in any way be affected, prejudiced or impaired thereby.

14. **Facilities**

Nothing contained in this deed shall bind either the Chargee or Redd to make any advance or prepayment or to grant any credit or other facilities to the Company.

15. **Time and Indulgence**

Each Financier shall be entitled to grant time or indulgence or to release or compound with the Company or otherwise deal with its Security without reference to the others except to the extent regulated by this Deed.

16. **Counterparts**

This Deed may be executed in any number of documents or counterparts each in the like form, all of which taken together shall constitute one and the same document.

17. Notices

17.1 Any notice or other communication given or made under or in connection with the matters contemplated by this Deed shall be in writing.

17.2 Any such notice or other communication shall, subject to clause 17.3. be addressed to the relevant party at its address stated at the beginning of this Deed and, if so addressed, shall be deemed to have been duly given or made as follows:

- (a) if sent by personal delivery, upon delivery at the address of the relevant party;**
- (b) if sent by first class pre-paid letter post, two clear business days after the date of posting.**

17.3 A party may notify the other parties to this Deed of a change to its name or address for the purposes of clause 17.2 provided that such notification shall only be effective on:

- (a) the date specified in the notification as the date on which the change is to take place; or**
- (b) if no date is specified or the date specified is less than five clear business days after the date on which notice is given, the date falling five clear business days after notice of any such change has been given.**

17.4 For the avoidance of doubt, the parties agree that the provisions of this clause shall not apply in relation to the service of any document by which any legal proceedings are commenced or continued or forming any part of such proceedings.

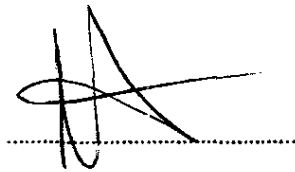
19. Law and Jurisdiction

19.1 This Deed is governed by, and shall be construed in accordance with, English law.

19.2 The parties to this Deed irrevocably submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with this Deed.

IN WITNESS whereof the parties hereto have executed this Deed and have delivered it on the day and year first above written.

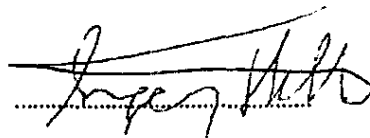
EXECUTED as a DEED by
REDD FACTORS LIMITED
acting by NEIL WARREN
in the presence of:



Signature of witness: 

Name of witness: KELLY HAILSTONE
Address: 15 SYCAMORE RISE, NEWBORN RG16 2LZ
Occupation: CLIENT MANAGER

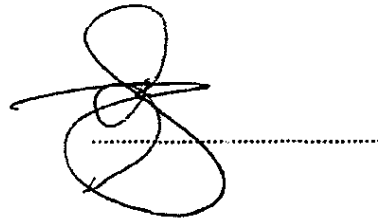
EXECUTED as a DEED by
WEB ZONE LIMITED
acting by GREGORY HILL
in the presence of:



Signature of witness: 

Name of witness: GORDON DEREK HILL
Address: 27 OLD SLOUCESTER ST LONDON WC1N
Occupation: CO DIRECTOR

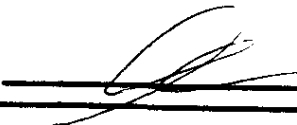
EXECUTED as a DEED by
VEOO LTD
acting by MATTHEW WINTERS
in the presence of:



Signature of witness: 

Name of witness: GEORGIA AKERS
Address: FLAT 56, ELSTREE HOUSE, ELSTREE WAY, WDB 1SD
Occupation: HEAD OF ACCOUNT MANAGEMENT

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