



Registration of a Charge

Company name: **TOWER BUYCO LIMITED**

Company number: **07780055**



X8DRAUQW

Received for Electronic Filing: **11/09/2019**

Details of Charge

Date of creation: **04/09/2019**

Charge code: **0778 0055 0006**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS SECURITY TRUSTEE FOR THE SECURED PARTIES (SECURITY AGENT)**

Brief description: **NOT APPLICABLE**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I 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:

ADDLESHAW GODDARD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7780055

Charge code: 0778 0055 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th September 2019 and created by TOWER BUYCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th September 2019 .

Given at Companies House, Cardiff on 12th September 2019

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

This Deed is made on

4 September 2019

Between

- (1) Ensco 1327 Limited (registered in England with number 11830874) for itself and for the Chargors (**Parent**);
- (2) the companies listed in schedule 1 (Acceding Chargors) to this deed (each an **Acceding Chargor** and together the **Acceding Chargors**); and
- (3) HSBC Corporate Trustee Company (UK) Limited (registered in England with number 06447555) as security trustee for the Secured Parties (**Security Agent**).

Whereas

- (A) This Deed is supplemental to a debenture dated 9 August 2019 between, inter alia, the Parent, the Chargors and the Security Agent (**Debenture**).
- (B) Each 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 Parent 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 each Acceding Chargor or its Subsidiaries including those listed in schedule 3 (Subsidiary Shares) to this Deed.

1.2 Interpretation

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration), 1.5 (Incorporated terms) and 1.6 (Intercreditor deed) 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

Each 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**

Each Acceding Chargor covenants with the Security Agent as security trustee for the Secured 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;
- (c) granted in respect of all the right, title and interest (if any), present and future of each Acceding Chargor in and to the relevant Charged Property; and
- (d) in favour of the Security Agent as security trustee for the Secured Parties.

2.4 **First legal mortgages**

Each Acceding Chargor charges by way of first legal mortgage the properties described in schedule 2 (Properties) to this Deed and, in each case, all Premises and Fixtures on each of the Properties.

2.5 **Assignments**

- (a) Each Acceding Chargor assigns:
 - (i) the Key-man policies described in schedule 4 (Key-man Policies) to this Deed;
 - (ii) the agreements described in schedule 5 (Relevant Agreements) to this Deed;
 - (iii) the intellectual property described in schedule 6; and
 - (iv) its Relevant Policies.
- (b) Each Acceding Chargor shall remain liable to perform all its obligations under the Key-man Policies, the Relevant Agreements, and the Relevant Policies.
- (c) Notwithstanding the other terms of this clause 2.5, prior to the occurrence of an Event of Default which is continuing, each Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreement.

2.6 **First fixed charges**

Each Acceding Chargor charges by way of first fixed charge:

- (a) all interests and estate in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold

property effectively charged by way of legal mortgage under clause 2.4, and in each case, the Premises and Fixtures on each such 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 each 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 each 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;
- (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 assignment in clause 2.5 is ineffective as an assignment, the assets referred to in that clause.

2.7 **Floating charge**

Each Acceding Chargor charges 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

Each 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 each Acceding Chargor is obliged to take under this Deed or the Debenture. Each Acceding Chargor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this clause 4.

5 Notices

Each Acceding Chargor confirms that its address details for notices in relation to clause 23 of the Debenture are as follows:

Address: First Floor, 65 Gresham Street, London, England, EC2V 7NQ

Email: vicki.smith@instinctif.com

Attention: Vicki Smith

And:

Address: One Vine Street, London W1J 0AH

Attention: Lawrence Dean

Email: notices@ldc.co.uk and LDean@ldc.co.uk

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 and 31 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 1

The Acceding Chargors

Name of Acceding Chargor	Registration number (or equivalent, if any) and jurisdiction of incorporation
Instinctif Partners Holdings Limited	7780133, England and Wales
Tower Midco Limited	7780066, England and Wales
Tower Financing Limited	7780084, England and Wales
Tower Buyco Limited	7780055, England and Wales
College Group Limited	06037745, England and Wales
Instinctif Partners Intermediate Holdings Limited	01798992, England and Wales
Instinctif Partners Limited	01036926, England and Wales
Truth Consulting Limited	05844296, England and Wales

Schedule 2

Properties

Intentionally left blank.

Schedule 3

Subsidiary Shares

Company Name	100% Shareholder	Shareholding
Tower Midco Limited (07780066)	Instinctif Partners Holdings Limited (07780133)	257,030 ordinary shares £1
Tower Financing Limited (07780084)	Tower Midco Limited (07780066)	257,030 ordinary shares £1
Tower Buyco Limited (07780055)	Tower Financing Limited (07780084)	257,030 ordinary shares £1
College Group Limited (06037745)	Tower Buyco Limited (07780055)	4,566 ordinary shares of £0.01
Instinctif Partners Intermediate Holdings Limited (01798992)	College Group Limited (06037745)	10,091,478 ordinary shares of £0.01
Instinctif Partners Limited (01036926)	Instinctif Partners Intermediate Holdings Limited (01798992)	600,000 ordinary shares of £0.01
Truth Consulting Limited (05844296)	Instinctif Partners Intermediate Holdings Limited (01798992)	33,625 ordinary shares of £0.10

Schedule 4
Key-man Policies

Chargor	Insurer	Life assured	Date of policy	Policy number	Amount of cover	
Instinctif Partners Limited	Zurich Assurance Limited	Mr Timothy Linacre	26 July 2019	PAP00007VSZ	Life	Critical illness
					£500,000	

Schedule 5

Relevant Agreements

Intentionally left blank.

Schedule 6**Intellectual Property – UK Registered Trademarks**

Group Company	Registration Number	Mark	Renewal Date	Class(es)
IPL	UK00003057254	Instinctif	27 May 2024	35 and 44
IPL	UK00003057267	Corporate Soul	27 May 2024	35 and 41
Truth Consulting (ID 316852)	UK00003004455	Cosmologies	02 May 2023	35
Truth Consulting (ID 316852)	UK00003004462	FrameStrands	02 May 2023	35
Truth Consulting (ID 316852)	UK00003006313	Truth	16 May 2023	35
Truth Consulting (ID 340057)	UK00003059081	Truth	09 June 2024	35
Truth Consulting (ID 566637)	UK00003296955	Data Semiotics	14 March 2028	35
College Group	UK00002257459	Tonic	10 January 2021	42

SIGNATURES TO THE SECURITY DEED OF ACCESSION

Parent

Executed as a deed by

Ensco 1327 Limited

acting by a director in the presence of

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)

)

)

Director

Signature of witness

Name

~~Neelam Kaur~~ Neelam Kaur

Address

Gateley /
One Eleven Edmund Street
Birmingham B3 2HJ
DX 130 33 Birmingham 1
Tel 0121 234 0000 Fax 0121 234 001

Acceding Chargors

Executed as a deed by

Instinctif Partners Holdings Limited

acting by a director in the presence of

)

)

)

)

Director

Signature of witness

Name

Neelam Kaur

Address

Gateley /
One Eleven Edmund Street
Birmingham B3 2HJ
DX 130 33 Birmingham 1
Tel 0121 234 0000 Fax 0121 234 001

Executed as a deed by

Tower Midco Limited

acting by a director in the presence of

)

)

)

)

Director

Signature of witness

Name

Neelam Kaur

Address

Gateley /
One Eleven Edmund Street
Birmingham B3 2HJ
DX 130 33 Birmingham 1
Tel 0121 234 0000 Fax 0121 234 001

Executed as a deed by
Tower Financing Limited
acting by a director in the presence of

)
) Director
)
)

Signature of witness

Name Neelan Kar

Address

Gateley /
One Eleven Edmund Street
Birmingham B3 2HJ
DX 130 33 Birmingham 1
Tel: 0121 234 0000 Fax 0121 234 001

Executed as a deed by
Tower Buyco Limited
acting by a director in the presence of

)
) Director
)
)

Signature of witness

Name Neelan Kar

Address

Gateley /
One Eleven Edmund Street
Birmingham B3 2HJ
DX 130 33 Birmingham 1
Tel: 0121 234 0000 Fax 0121 234 001

Executed as a deed by
College Group Limited
acting by a director in the presence of

)
) Director
)
)

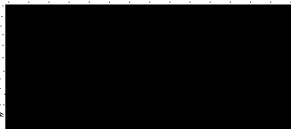
Signature of witness


Name Neelan Kar

Address

Gateley /
One Eleven Edmund Street
Birmingham B3 2HJ
DX 130 33 Birmingham 1
Tel: 0121 234 0000 Fax 0121 234 001

Executed as a deed by
**Instinctif Partners Intermediate Holdings
Limited**
acting by a director in the presence of


) 
) Director
)
)


Signature of witness 

Name *Neelam Kaur*

Address **Gateley /**
One Eleven Edmund Street
Birmingham B3 2HJ
DX 130 33 Birmingham 1
Tel 0121 234 0000 Fax 0121 234 001

Executed as a deed by
Instinctif Partners Limited
acting by a director in the presence of


) 
) Director
)
)

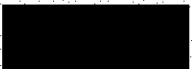
Signature of witness 

Name *Neelam Kaur*

Address **Gateley /**
One Eleven Edmund Street
Birmingham B3 2HJ
DX 130 33 Birmingham 1
Tel 0121 234 0000 Fax 0121 234 001

Executed as a deed by
Truth Consulting Limited
acting by a director in the presence of

) 
) Director
)
)

Signature of witness 

Name *Neelam Kaur*

Address **Gateley /**
One Eleven Edmund Street
Birmingham B3 2HJ
DX 130 33 Birmingham 1
Tel 0121 234 0000 Fax 0121 234 001

Security Agent

Without a Common Seal

EXECUTED as a DEED

by HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED acting by

its attorney/director

James McComb

Authorised Signatory

Attorney/Director

Witnessed by:

Witness Name:

CHARLOTTE SWILSON

Witness Address:

HSBC Bank plc
8 Canada Square
London
E14 5HQ