

MR01

Particulars of a charge

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KB
Laserform

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 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**



A49B9ZAI

A22

11/06/2015

#22

COMPANIES HOUSE

THURSDAY

1 Company details

Company number 0 4 1 2 6 4 1 8 ✓
Company name in full Yorkshire Investment Group Limited ✓

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 d 0 d 4 m 0 m 6 y 2 y 0 y 1 y 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 The Royal Bank of Scotland plc ✓

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

MR01

Particulars of a charge

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

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

Brief description

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

☒ 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 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)

9

Signature

Please sign the form here

Signature

X

ADK & Dy LLP on behalf of the Chargee X

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

Signature

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 Elizabeth Turner

Company name Allen & Overy LLP

Address One Bishop Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 0000



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: 4126418

Charge code: 0412 6418 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th June 2015 and created by YORKSHIRE INVESTMENT GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th June 2015

Given at Companies House, Cardiff on 18th June 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

1 (D)

SECURITY AGREEMENT ACCESSION DEED

4 June 2015

YORKSHIRE INVESTMENT GROUP LIMITED
as Additional Chargor

THE ROYAL BANK OF SCOTLAND PLC
as Security Agent

EXCEPT FOR MATERIAL REDACTED
PURSUANT TO SECTION 859G OF THE COMPANIES
ACT 2006 I CERTIFY THAT THIS IS A CORRECT
COPY OF THE ORIGINAL DOCUMENT

ALLEN & OVERY LLP

Allen & Overy LLP
9/8/15

CONTENTS**Clause**

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Schedule

1. PROPERTIES CURRENTLY OWNED
 - Part I – Registered Land
 - Part II – Unregistered Land
2. DESIGNATED ACCOUNTS

DATE 4 June 2015

PARTIES

- 1) **YORKSHIRE INVESTMENT GROUP LIMITED** (registered number 04126418) with its registered office at 60 Queen Victoria Street, London EC4N 4TR (the "Additional Chargor"), and
- 2) **THE ROYAL BANK OF SCOTLAND PLC** acting through its office at 250 Bishopsgate, London, EC2M 4AA as agent and trustee for the Secured Parties (the "Security Agent").

BACKGROUND

- A. The Additional Chargor is a Subsidiary of Towry Finance Company Limited.
- B. Towry Finance Company Limited has entered into a security agreement dated 19 May 2015 (as amended from time to time) (the "Security Agreement") between the Chargors under and as defined in the Security Agreement and the Security Agent.
- C. The Additional Chargor has agreed to enter into this deed and to become an Additional Chargor under the Security Agreement.
- D. The Security Agent and the Additional Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- E. The Security Agent holds the benefit of this deed on trust for the Secured Parties on the terms of the Finance Documents.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Terms defined in the Security Agreement have the same meaning in this deed unless given a different meaning in this deed. This deed is a Finance Document.

In this deed, unless the context otherwise requires, the following words shall have the following meanings:

Excluded JV Shares means any shares, securities or other ownership interests in Townends Wealth Management Limited (Company No 5197895) and any shares, securities or other ownership interests in Ford Campbell Financial Management Limited (Company No 6962004); and

Securities means all stock, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time hereafter (and from time to time) owned by any Chargor, or in which any Chargor has an interest (other than, in each case any Excluded Shares and any Excluded JV Shares), together with all allotments offered or arising in respect thereof or incidental thereto and all stocks,

shares, loan capital, securities, bonds, investments, rights, income, money or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof.

2. ACCESSION AND COVENANT TO PAY

2.1 With effect from the date of this deed the Additional Chargor:

- (A) will become a party to the Security Agreement as a Chargor; and
- (B) will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor

2.2 The Additional Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due whether by acceleration or otherwise.

2.3 Neither the covenant to pay in Clause 2.2 above nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law

3. GRANT OF SECURITY

3.1 Fixed security

Subject to Clause 3.3 (*Leasehold Security restrictions*), as a continuing Security for the payment or discharge of the Secured Liabilities, the Additional Chargor with full title guarantee hereby:

- (A) grants to the Security Agent (as trustee for the Secured Parties), a charge by way of legal mortgage over all its Properties which are listed in Schedule 1 (*Properties Currently Owned*) to this deed;
- (B) charges to the Security Agent (as trustee for the Secured Parties), by way of first fixed charge, all its:
 - (i) Properties acquired by it after the date of this deed,
 - (ii) Property Interests,
 - (iii) Equipment;
 - (iv) Securities;
 - (v) Intellectual Property;
 - (vi) Insurance Policies,

- (vii) Debts,
 - (viii) Accounts;
 - (ix) Pension Fund Interests,
 - (x) Goodwill and Uncalled Capital, and
 - (xi) right, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to Clauses 3.1(A) to 3.1(C) inclusive, and
- (C) assigns to the Security Agent (as trustee for the Secured Parties), absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or Security for the performance of the Assigned Agreements.

3.2 Floating Security

As a continuing Security for the payment or discharge of the Secured Liabilities, the Additional Chargor with full title guarantee hereby charges to the Security Agent (as trustee for the Secured Parties), by way of first floating charge, all of its undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to Clauses 3.1(A) to 3.1(C) inclusive above.

3.3 Leasehold Security restrictions

- (A) There shall be excluded from the Security created by this deed and by the Security Agreement and from the operation of Clause 4 (*Restrictions on Dealing*) of the Security Agreement, any Excluded Property until the relevant Condition or waiver has been excluded or obtained.
- (B) For each Excluded Property, the Additional Chargor undertakes to
 - (i) apply for the relevant consent or waiver of prohibition or conditions as soon as is reasonably practicable following the date of this deed and, to use its reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible,
 - (ii) upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver; and
 - (iii) forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy
- (C) Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent (as

trustee for the Secured Parties) under Clause 3.1(A), Clause 3 1(B)(i) or Clause 3 1(B)(ii) of the Security Agreement as the case may be. If required by the Security Agent at any time following receipt of that waiver or consent, the Additional Chargor will execute a valid fixed charge in such form as the Security Agent shall require.

4. LAND REGISTRY RESTRICTION

In respect of any Property registered at the Land Registry, the Additional Chargor hereby consents to the entry of the following restriction on the register of its title to such Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of The Royal Bank of Scotland plc referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer"

5. MISCELLANEOUS

With effect from the date of this deed.

- (A) the Security Agreement will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this deed);
- (B) any reference in the Security Agreement to this deed and similar phrases will include this deed and all references in the Security Agreement to Schedule 2 (*Properties Currently Owned*) (or any part of it) will include a reference to Schedule 1 (*Properties Currently Owned*) to this deed (or relevant part of it).

6. GOVERNING LAW

This deed and any non-contractual obligations arising out of or in connection with it are governed by English law

7. ENFORCEMENT

- 7 1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "Dispute")
- 7 2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary
- 7 3 This Clause 7 is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts

with jurisdiction To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions

8. COUNTERPARTS

This deed may be executed in one or more counterparts, all of which when taken together shall be deemed to constitute one and the same instrument

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

I(D)

SCHEDULE 1

PROPERTIES CURRENTLY OWNED

PART I

REGISTERED LAND

Additional Chargor	Registered Land

I (D)

PART II

UNREGISTERED LAND

Additional Chargor	Unregistered Land

I (D)

SCHEDULE 2

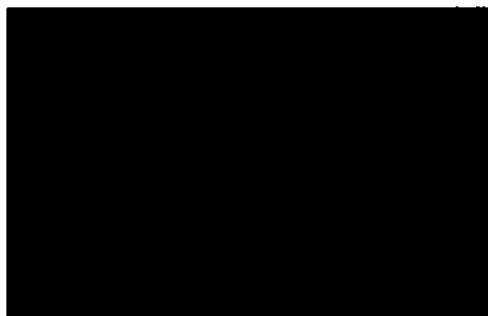
DESIGNATED ACCOUNTS

Chargor	Account type	Account name	Account number	Sort code
Yorkshire Investment Group Limited	Current Account	YIG Current Account	1194	

SIGNATORIES

The Additional Chargor

EXECUTED as a DEED and)
DELIVERED by YORKSHIRE INVESTMENT)
GROUP LIMITED)
acting by)



Director

In the presence of.

Signature



Name *JACQUELINE GREGORY*

Address



Occupation.



The Security Agent

SIGNED by)
for and on behalf of)
THE ROYAL BANK OF SCOTLAND PLC)

I (D)

SIGNATORIES

The Additional Chargor

EXECUTED as a DEED and)
DELIVERED by YORKSHIRE INVESTMENT)
GROUP LIMITED)
acting by:)

Director

In the presence of.

Signature.

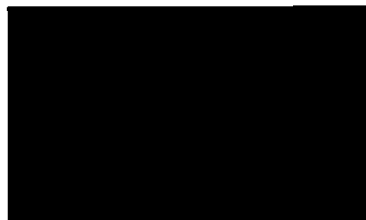
Name:

Address

Occupation.

The Security Agent

SIGNED by *ANDREW N GUNTER*)
for and on behalf of)
THE ROYAL BANK OF SCOTLAND PLC)



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