

MR01

Particulars of a charge

Trans 000074/89

IRIS Laserform

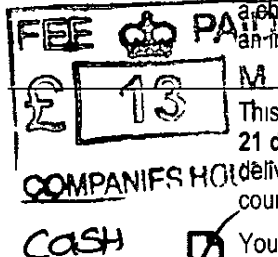
A fee is payable with this form.
Please see 'How to pay' on the
last page

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 MR02

For further information, please
refer to our guidance at
www.companieshouse.gov.uk



This form **must be delivered to the Registrar for registration**
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



L37CFDKY
LD3 06/05/2014 #25
COMPANIES HOUSE

1 Company details

Company number 0 4 3 3 2 4 7 6

Company name in full Speedloan Finance 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 d1 d5 m0 m4 y2 y0 y1 y4

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 Guildaria Limited

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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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

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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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

Signature

X *Traver Smith LLP.*

X

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

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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 Douglas Hawthorn

Company name Travers Smith LLP

Address 10 Snow Hill

Post town London

County/Region

Postcode E C 1 A 2 A L

Country

DX

Telephone



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: 4332476

Charge code: 0433 2476 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th April 2014 and created by SPEEDLOAN FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th May 2014

Given at Companies House, Cardiff on 12th May 2014



Companies House



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

DEED OF ACCESSION

THIS DEED OF ACCESSION is made on *15 April* 2014

BETWEEN

- (1) **SPEEDLOAN FINANCE LIMITED** (the "New Chargor"), a company incorporated in England or Wales whose registered office is at 2nd Floor 2 Burgage Square, Merchant Gate, Wakefield WF1 2TS,
- (2) **AG47 LIMITED** (the "Company") for itself and as agent for and on behalf of each of the other Chargors named in the Debenture referred to below, and
- (3) **GUILDARIA LIMITED** as the Security Trustee

WHEREAS

- (A) The New Chargor is, or will on the date of this Deed of Accession become, a wholly-owned Subsidiary of the Company
- (B) The Company has entered into a deed dated *15 April* 2014 (as supplemented and amended by Deeds of Accession or otherwise from time to time, the "Debenture") between the Company as Chargor, and Guildaria Limited as trustee for the Noteholders (as defined in the Debenture)
- (C) The New Chargor at the request of the Company and in consideration of the Noteholders making or continuing to make finance available to the Company or any other member of its group and after giving due consideration to the terms and conditions of the Loan Note Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Debenture of Accession by it will be of benefit to it, has decided in good faith and for the purpose of carrying on its business to enter into this Debenture and become a Chargor under the Debenture

IT IS AGREED as follows

1. DEFINITIONS AND INTERPRETATION

Terms defined in the Debenture shall have the same meaning in this Debenture

The principles of interpretation set out in Clause 1.3 of the Debenture shall apply to this Debenture of Accession insofar as they are relevant to it, as they apply to the Debenture

WE CERTIFY THIS TO BE
A TRUE COPY OF THE
ORIGINAL
Travers Smith LLP
TRAVERS SMITH LLP
10 SNOW HILL, LONDON EC1A 2AL
SOLICITORS
DATE *6 May* 2014

2. ACCESSION

The New Chargor agrees

- 2.1 to become a party to and to be bound by the terms of the Debenture (including, without limitation, Clause 16 (*Guarantee and indemnity*) of the Debenture) as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Debenture of Accession), and
- 2.2 to be bound by all the covenants and agreements in the Debenture which are expressed to be binding on a Chargor

3. SECURITY

The New Chargor mortgages, charges and assigns to the Security Trustee, as agent and trustee for the Noteholders, all its business, undertaking and assets on the terms of Clause 3 of the Debenture, including, without limitation

- 3.1 the Real Property referred to in Schedule 1 (*Details of Real Property*) to this Deed of Accession,
- 3.2 the Intellectual Property referred to in Schedule 2 (*Details of Intellectual Property*) to this Deed of Accession,
- 3.3 the Shares referred to in Schedule 3 (*Details of Shares*) to this Deed of Accession, and
- 3.4 the Specific Contracts referred to in Schedule 4 (*Details of Specific Contracts*) to this Deed of Accession

4. EFFECT ON DEBENTURE

The Debenture and this Deed of Accession shall be read as one so that references in the Debenture to "this Debenture", "herein", and similar phrases shall be deemed to include this Debenture of Accession

5. GOVERNING LAW

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

EXECUTED AS A DEED AND DELIVERED on the date set out at the beginning of this Deed of
Accession

SCHEDULE 4
DETAILS OF SPECIFIC CONTRACTS

1. The pay day loan documents, being all pay day loan documents, applications, agreements, instruments, security or guarantee documents entered into by the New Chargor with any customer, guarantor or surety
2. The downstream loan agreement, being the loan agreement dated on or about the date of this Deed between the New Chargor and the Company pursuant to which Company agrees to make available loan facilities to the New Chargor

The New Chargor

EXECUTED as a Deed)
by SPEEDLOAN FINANCE LIMITED)
acting by *Nygel Scott*)
in the presence of)
)
Director

Signature of witness

Name of witness *William Sheridan*

Address *10 Snow Hill, London EC1A 2AL*

Occupation *Trainee Solicitor*

The Company

EXECUTED as a Deed)
by **AG47 LIMITED**)
acting by **JONATHAN WELLS (AS ATTORNEY)**)
in the presence of) ✓
~~Director~~

Signature of witness

Name of witness **William Sheridan**

Address **10 Snow Hill, London EC1A 2AL**

Occupation **Trainee Solicitor**

The Security Trustee

SIGNED for and on behalf of)
GUILDARIA LIMITED)

The Company

EXECUTED as a Deed)
by **AG47 LIMITED**)
acting by)
in the presence of)
Director

Signature of witness

Name of witness

Address

Occupation

1 1

The Security Trustee

SIGNED for and on behalf of)
GUILDARIA LIMITED)

