



Registration of a Charge

Company Name: **MARKERSTUDY LIMITED**

Company Number: **11711583**



XAD81G9V

Received for filing in Electronic Format on the: **17/09/2021**

Details of Charge

Date of creation: **13/09/2021**

Charge code: **1171 1583 0001**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS SECURITY TRUSTEE**

Brief description: **NONE.**

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: **ASHURST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11711583

Charge code: 1171 1583 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th September 2021 and created by MARKERSTUDY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th September 2021 .

Given at Companies House, Cardiff on 20th September 2021

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

Security Accession Deed

THIS SECURITY ACCESSION DEED is made on 13 September 2021.

BETWEEN:

- (1) The entities listed in schedule 1 (each a "**New Chargor**", and together the "**New Chargors**"); and
- (2) GLAS Trust Corporation Limited as security trustee for itself and the other Secured Parties (the "**Security Agent**").

RECITAL:

This deed is supplemental to a debenture dated 26 January 2021 between, inter alia, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture have the same meaning when used in this deed.

1.2 Construction

Clause 1.2 (Construction) of the Debenture will be deemed to be set out in full in this deed, but as if references in that clause to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

The New 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 as a Chargor.

2.2 Covenant to Pay

Each Chargor covenants to pay and discharge each of its Secured Liabilities in accordance with the terms of the Finance Documents.

2.3 Fixed Charges

Subject to clause 3.7 (Excluded Assets) of the Debenture, the New Chargor, as security for the payment and discharge of the Secured Liabilities, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of first legal mortgage, all Material Property (including as specified in schedule 2 (Property)); and
- (b) by way of first fixed charge:
 - (i) all other interests (not effectively charged under clause 2.3(a)) in the Property;

- (ii) all Subsidiary Shares (including as specified in schedule 3 (Subsidiary Shares));
- (iii) all Investments (other than the Subsidiary Shares);
- (iv) all Book Debts;
- (v) all Blocked Accounts (including as specified in schedule 4 (Blocked Accounts));
- (vi) all Material Intellectual Property (including as specified in schedule 5 (Intellectual Property));
- (vii) its goodwill and uncalled capital; and
- (viii) to the extent not effectively assigned by clause 2.4 (Security Assignment) the Assigned Agreements, the Insurances and the Hedging Agreements.

2.4 **Security Assignment**

Subject to clause 3.7 (Excluded Assets) of the Debenture, as further security for the payment and discharge of the Secured Liabilities, the New Chargor assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the Assigned Agreements (including as specified in schedule 6 (Assigned Agreements)), the Insurances (including as specified in schedule 7 (Insurance Policies) and the Hedging Agreements, both present and future, and in each case, all Related Rights, provided that on payment or discharge in full of the Secured Liabilities the Security Agent will at the request and cost of the New Chargor re-assign the relevant rights, title and interest in the assigned assets to the New Chargor (or as it shall direct).

2.5 **Fixed Security**

Clause 2.3 (Fixed Charges) and clause 2.4 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

2.6 **Floating Charge**

As further security for the payment and discharge of the Secured Liabilities, the New Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) or assigned under clause 2.4 (Security Assignment) and, in each case, all Related Rights.

3. **INCORPORATION INTO DEBENTURE**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed.

4. **NOTICES**

Each New Chargor confirms that its address details are as follows:

Address: 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB

Email: cosec@markerstudy.com

Attention: Chris Payne

5. **LAW**

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law.

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

SCHEDULE 1**New Chargors**

Name of New Chargor	Jurisdiction	Registration Number
Markerstudy Insurance Services Limited	England and Wales	02135730
Insurance Factory Limited	England and Wales	02982445
Markerstudy Direct Limited	England and Wales	03228539
Trifords Limited	England and Wales	07518924
Markerstudy Limited	England and Wales	11711583
Brightside Group Limited	England and Wales	05941335
Brightside Insurance Services Limited	England and Wales	04137311
Vision Vehicle Solutions Limited	England and Wales	03019250

SCHEDULE 2

Freehold and Leasehold Property

None as at the date of this deed.

SCHEDULE 3
Subsidiary Shares

None as at the date of this deed.

SCHEDULE 4**Blocked Accounts**

None as at the date of this deed.

Operating Accounts

Chargor	Account Bank	Sort Code	Account Number
Markerstudy Insurance Services Limited	Natwest 27 South Street, Worthing, West Sussex BN11 3AR	██████	██████
Insurance Factory Limited	Natwest 27 South Street, Worthing, West Sussex BN11 3AR	██████	██████
Insurance Factory Limited	Natwest 27 South Street, Worthing, West Sussex BN11 3AR	██████	██████
Markerstudy Direct Limited	Natwest 1 Princes Street, London, EC2R 8BP	██████	██████
Trifords Limited	Natwest 27 South Street, Worthing, West Sussex BN11 3AR	██████	██████
Trifords Limited	Natwest 27 South Street, Worthing, West Sussex BN11 3AR	██████	██████
Markerstudy Limited	Natwest 27 South Street, Worthing, West Sussex BN11 3AR	██████	██████
Brightside Group Limited	Lloyds Bank Office, PO Box 72, Bailey Drive, Gillingham Business Park, Kent, ME8 0LS	██████	██████
Brightside Insurance Limited	Lloyds Bank Office, PO Box 72, Bailey Drive, Gillingham Business Park, Kent, ME8 0LS	██████	██████
Brightside Insurance Limited	Lloyds Bank Office, PO Box 72, Bailey Drive, Gillingham Business Park, Kent, ME8 0LS	██████	██████

Chargor	Account Bank	Sort Code	Account Number
Brightside Insurance Limited	Lloyds Bank Office, PO Box 72, Bailey Drive, Gillingham Business Park, Kent, ME8 0LS	██████	██████
Brightside Insurance Limited	Lloyds Bank Office, PO Box 72, Bailey Drive, Gillingham Business Park, Kent, ME8 0LS	██████	██████
Brightside Insurance Limited	Lloyds Bank Office, PO Box 72, Bailey Drive, Gillingham Business Park, Kent, ME8 0LS	██████	██████
Vision Vehicle Solutions Limited	Natwest 66 High Street, Maidenhead, SL6 1QA	██████	██████
Vision Vehicle Solutions Limited	Natwest 66 High Street, Maidenhead, SL6 1QA	██████	██████
Vision Vehicle Solutions Limited	Natwest 66 High Street, Maidenhead, SL6 1QA	██████	██████
Vision Vehicle Solutions Limited	Natwest 66 High Street, Maidenhead, SL6 1QA	██████	██████
Vision Vehicle Solutions Limited	Natwest 66 High Street, Maidenhead, SL6 1QA	██████	██████
Vision Vehicle Solutions Limited	Natwest 27 South Street, Worthing, West Sussex BN11 3AR	██████	██████

SCHEDULE 5**Intellectual Property**

Chargor	Description Of IP	Registration Number
Markerstudy Insurance Services Limited	Markerstudy Insurance Services Limited (Word Mark)	Uk00003561482
Markerstudy Insurance Services Limited	Markerstudy Insurance Services Limited (Logo)	Uk00003562050
Markerstudy Insurance Services Limited	Zenith Marque (Logo)	Eu014979587
Markerstudy Insurance Services Limited	Geoffrey Insurance (Logo)	Uk00003151832
Markerstudy Insurance Services Limited	Taxi-Marque (Word Mark)	Uk00002477456
Markerstudy Insurance Services Limited	Family-Marque (Word Mark)	Uk00002477446
Markerstudy Insurance Services Limited	Auto-Marque (Word Mark)	Uk00002477447
Markerstudy Insurance Services Limited	Markerstudy Insurance (Word Mark)	Eu014672661
Markerstudy Insurance Services Limited	Markerstudy Insurance (Logo)	Eu014672729
Insurance Factory Limited	Insurance Factory (Word Mark)	Uk00003147487
Insurance Factory Limited	Insurance Factory (Logo)	Uk00003159296
Insurance Factory Limited	Insurance Choice (Logo) With Strapline	Uk00003131151
Insurance Factory Limited	Equesure (Logo)	Uk00003192867
Insurance Factory Limited	Mobilers (Word Mark)	Uk00003192871
Insurance Factory Limited	Mobilers (Logo)	Uk00003561952
Insurance Factory Limited	Lancaster Insurance (Word Mark)	Uk00003161846
Insurance Factory Limited	Lancaster Insurance (Series Of Logos)	Uk00003168678
Insurance Factory Limited	Purely Pets (Logo)	Uk00002582407
Insurance Factory Limited	Purely Pets Pet Insurance Specialists (Logo)	Uk00003430619
Insurance Factory Limited	Purely Pets Pet Insurance Specialists (Logo)	Uk00003430613
Insurance Factory Limited	Purely Pets (Series Of 2) (Logo)	Uk00003428397
Insurance Factory Limited	Purely Pets (Logo)	Uk00003430631
Insurance Factory Limited	PP (Logo)	Uk00003430623
Insurance Factory Limited	UIS Pet Insurance (Logo)	Uk0002495377b
Insurance Factory Limited	Paws&Claws (Word Mark)	Uk00002651296
Insurance Factory Limited	Petwise (Word Mark)	Uk00002111483
Insurance Factory Limited	Petwise (Logo)	Uk00003561463

Chargor	Description Of IP	Registration Number
Insurance Factory Limited	Gadget Cover (Logo)	Uk00003049118
Insurance Factory Limited	Reis Motorsport Insurance (Word Mark)	Uk00003561942
Insurance Factory Limited	Reis Motorsport Insurance (Logo)	Uk00003561951
Insurance Factory Limited	Bicy Insurance (Word Mark)	Uk00003561427
Insurance Factory Limited	Bicy Insurance (Logo)	Uk00003561439
Insurance Factory Limited	Motorhome Protect (Word Mark)	Uk00003561424
Insurance Factory Limited	Motorhome Protect (Logo)	Uk00003561446
Insurance Factory Limited	The Taxi Insurer (Wordmark And Logo)	Uk00003561434
Trifords Limited	Autowindcreens (Series Of 2) (Autowindcreens / Autowindcreens) (Word Mark)	Uk00001366853
Trifords Limited	Auto Windcreens (Logo)	Uk00002514309
Brightside Group Limited	Brightside (Logo)	Uk00913756374
Brightside Group Limited	B (Logo)	Uk00913756366
Brightside Group Limited	E Home Insurance (Logo)	Uk00905270806
Brightside Group Limited	E Car Insurance (Logo)	Uk00905270723
Brightside Group Limited	E Van Insurance (Logo)	Uk00905270483
Brightside Group Limited	E Bike Insurance (Logo)	Uk00905270426
Brightside Group Limited	E (Logo)	Uk00904998084
Brightside Group Limited	E Bike Insurance (Logo) (Series Of 6)	Uk00002432192

SCHEDULE 6

Assigned Agreements

None as at the date of this deed.

SCHEDULE 7**Insurance Policies**

Chargor	Insurer	Policy Number	Insurance Policy
Markerstudy Insurance Services Limited	Aviva	100606658clp	Combined Liability/Employers Liability
Markerstudy Insurance Services Limited	Aviva	100615962pml	Material Damage & Business Interruption Insurance
Markerstudy Insurance Services Limited	Aviva	100700994cmi	Motor Fleet
Markerstudy Insurance Services Limited	HCC International	Pi20I836911	Professional Indemnity
Markerstudy Insurance Services Limited	AJ Gallagher	Pi20I836911	Excess Professional Indemnity Insurance
Markerstudy Insurance Services Limited	Property Initiatives UA	B1309Im2076591147	Directors And Officers
Markerstudy Insurance Services Limited	AJ Gallagher	Esj0232112633	Cyber
Markerstudy Insurance Services Limited	Aviva	100672745eng	Computer, Hired-In Plant Terrorism & Engineering
Insurance Factory Limited	A J Gallagher - PI	Psc04009461854/16	Professional Indemnity
Markerstudy Direct Limited	Hiscox Insurance - PI	Psc10001311277/07	Professional Indemnity
Markerstudy Direct Limited	A J Gallagher - PI	Psc10001311277/06	Excess Professional Indemnity Insurance
Trifords Limited	Hayward Aviation	Siel2003816-01	Airside Liability
Trifords Limited	Aviva	100548109cci	Commercial Combined
Trifords Limited	Markerstudy Insurance Services Ltd	Fmv7582152	Fleet
Trifords Limited	Aviva	25058143 Cxc	Marine Cargo
Brightside Group Limited	Marsh - Commercial	17868259	Professional Indemnity
Brightside Insurance Services Limited	Marsh - Commercial	17868259	Professional Indemnity
Vision Vehicle Solutions Limited	HCC International	Pi20c773499	Professional Indemnity

SIGNATORIES TO DEED OF ACCESSION

New Chargors

Executed as a deed by **MARKERSTUDY**)
INSURANCE SERVICES LIMITED:)

)
)
)
)
Director

DocuSigned by:
[Redacted Signature]
B8C3FB09715B478...
Name: Kevin Spencer

Director/Secretary

DocuSigned by:
[Redacted Signature]
BB362C8E86FC41D...
Name: Chris Payne

Notice Details

Address: 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB

Email: cosec@markerstudy.com

Attention: Chris Payne

Executed as a deed by **INSURANCE**)
FACTORY LIMITED:)

)
)
)
)
Director

DocuSigned by:
[Redacted Signature]
B8C3FB09715B478...
Name:Kevin Spencer

Director/Secretary

DocuSigned by:
[Redacted Signature]
BB362C8E86FC41D...
Name: Chris Payne

Notice Details

Address: 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB

Email: cosec@markerstudy.com

Attention: Chris Payne

Executed as a deed by **MARKERSTUDY**)
DIRECT LIMITED:)

)
)
)
)
Director

DocuSigned by:
[Redacted Signature]
B8C3FB09715B478...
Name: Kevin Spencer

Director/Secretary

DocuSigned by:
[Redacted Signature]
8B362C8E86FC41D...
Name: Chris Payne

Notice Details

Address: 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB

Email: cosec@markerstudy.com

Attention: Chris Payne

Executed as a deed by **TRIFORDS**)
LIMITED:)

)
)
)
)
Director

DocuSigned by:
[Redacted Signature]
B8C3FB09715B478...
Name: Kevin Spencer

Director/Secretary

DocuSigned by:
[Redacted Signature]
8B362C8E86FC41D...
Name: Chris Payne

Notice Details

Address: 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB

Email: cosec@markerstudy.com

Attention: Chris Payne

Executed as a deed by **MARKERSTUDY LIMITED:**)
)

Director

DocuSigned by:
[Redacted Signature]
B8C3FB09715B478...
Name: Kevin Spencer

Director/Secretary

DocuSigned by:
[Redacted Signature]
B8C3FB09715B478...
Name: Chris Payne

Notice Details

Address: 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB

Email: cosec@markerstudy.com

Attention: Chris Payne

Executed as a deed by **BRIGHTSIDE GROUP LIMITED:**)
)

Director

DocuSigned by:
[Redacted Signature]
B8C3FB09715B478...
Name: Kevin Spencer

Director/Secretary

DocuSigned by:
[Redacted Signature]
B8C3FB09715B478...
Name: Chris Payne

Notice Details

Address: 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB

Email: cosec@markerstudy.com

Attention: Chris Payne

Executed as a deed by **BRIGHTSIDE**)
INSURANCE SERVICES LIMITED:)

Director

DocuSigned by:



Name: Kevin Spencer

Director/Secretary

DocuSigned by:



Name: Chris Payne

Notice Details

Address: 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB

Email: cosec@markerstudy.com

Attention: Chris Payne

Executed as a deed by **VISION VEHICLE**)
SOLUTIONS LIMITED:)

Director

DocuSigned by:



Name: Kevin Spencer

Director/Secretary

DocuSigned by:



Name: Chris Payne

Notice Details

Address: 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB

Email: cosec@markerstudy.com

Attention: Chris Payne

The Security Agent

Signed for and on behalf of **GLAS**)
TRUST CORPORATION LIMITED:)
) Name:
)

Notice Details

Address: 55 Ludgate Hill Level 1 West, London EC4M 7JW
Telephone: +44 (0)20 3597 2940
Facsimile: +44 (0)20 3070 0113
Email: tmg@glas.agency
Attention: Transaction Management Group/Project Venus