

MR01

Particulars of a charge



Companies House

138025 / 23



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A fee is be payable with this form
Please see 'How to pay' on the back of this form

☒ **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.



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L6DDKN0B
22/08/2017
COMPANIES HOUSE

#72

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. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0 8 8 0 4 6 2 3

Company name in full George Banco.com Limited



For official use

→ **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 date

Charge creation date 1 8 0 8 2 0 1 7

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 GLAS Trust Corporation Limited (and its successors in title and
permitted transferees)

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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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.

Brief description

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.

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

Signature

X *LINKLATERS 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

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 **Gabriel Opris**

Company name **Linklaters LLP**

Address

One Silk Street

Please return via CH London Courier

Post town

London

County/Region

London

Postcode

E C 2 Y 8 H Q

Country

UK

DX

10 London/City

Telephone

020 7456 2000



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8804623

Charge code: 0880 4623 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th August 2017 and created by GEORGE BANCO.COM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd August 2017.

TC

Given at Companies House, Cardiff on 1st September 2017



Companies House



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

Certified that, save for material redacted pursuant to section 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

EXECUTION VERSION

18 August 2017

THE COMPANIES LISTED HEREIN
as Additional Chargors

and

GLAS TRUST CORPORATION LIMITED
as Security Agent

DEED OF ACCESSION
in respect of a Debenture dated 4 August 2017

Slaughter and May
One Bunhill Row
London EC1Y 8YY
(RMYJ/AJFW/WGS)

546347515

Livlakes LLP
22 August 2017

THIS DEED is dated 18 August 2017 and made between:

- (1) **THE COMPANIES** listed in Schedule 4 (*The Additional Chargors*) (the "**Additional Chargors**"); and
- (2) **GLAS TRUST CORPORATION LIMITED**, as security trustee for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "**Security Agent**", which expression shall include any person for the time being appointed as security agent or as an additional security agent for the purpose of, and in accordance with, the Intercreditor Agreement).

BACKGROUND

- (A) The Original Chargor and the Security Agent entered into a debenture dated 4 August 2017 (the "**Debenture**").
- (B) Each Additional Chargor has agreed to enter into this Deed and to become an Additional Chargor under the Debenture.
- (C) The Security Agent and the Additional Chargors intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- (D) 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 Debenture have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Finance Document.

2. ACCESSION AND COVENANT TO PAY

2.1 With effect from the date of this Deed, each Additional Chargor:

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

2.1 Each Additional Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it shall discharge all the Secured Obligations as and when they fall due in accordance with their terms, including any liabilities in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity), provided that neither such covenant nor the Security constituted by this Deed shall extend to or

include any liability or sum which would, but for this proviso, cause such covenant or Security to be unlawful or prohibited by any applicable law.

3. FIXED CHARGES, ASSIGNMENT AND FLOATING CHARGE

3.1 Mortgages

Each Additional Chargor hereby charges in favour of the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, by way of first legal mortgage, all of such Additional Chargor's right, title and interest from time to time in and to the Mortgaged Property.

3.2 Fixed charges

Each Additional Chargor hereby charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, by way of first fixed charge, all of such Additional Chargor's right, title and interest from time to time in and to each of the following assets (subject in each case to obtaining any necessary consent to such fixed charge from any third party) in each case both present and future:

- (A) the Mortgaged Property to the extent not effectively charged by way of first legal mortgage, and all other Real Property in which the Chargor has an interest;
- (B) the Accounts;
- (C) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise);
- (D) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Deed and all Related Rights;
- (E) all its right, title and interest from time to time in and to its uncalled capital and goodwill;
- (F) each of the Specific Contracts to which it is a party to the extent not validly and effectively assigned under Clause 3.3 (*Assignments*);
- (G) all its Intellectual Property; and
- (H) all its Plant and Machinery.

3.3 Assignments

Each Additional Chargor hereby assigns with full title guarantee to the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, subject to a proviso for re-assignment on redemption, all such Additional Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party and without prejudice to such

Additional Chargor's obligations under clause 6.2 (*Consent of third parties*) of the Debenture, in each case both present and future:

(A) the rights to the proceeds of any Insurance Policy; and

(B) each of the Specific Contracts to which it is a party,

and, in each case, all Related Rights.

3.4 Floating charge

(A) Each Additional Chargor hereby charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of such Additional Chargor.

(B) Each floating charge created by this Clause 3.4 shall be deferred in point of priority to all fixed security validly and effectively created by the relevant Additional Chargor under the Finance Documents in favour of the Security Agent as trustee for the Secured Parties as security for the Secured Obligations.

(C) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.4.

4. MISCELLANEOUS

4.1 Construction of Debenture

With effect from the date of this Deed, the Debenture will be read and construed for all purposes as if each 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).

4.2 References in Debenture

With effect from the date of this Deed, any reference in the Debenture or the other Finance Documents to the Debenture will include a reference to this Deed and all references in the Debenture to Schedule 2 (*Details of Shares*), Schedule 3 (*Registered Trade Marks*) or Schedule 7 (*Mortgaged Property*) to the Debenture (or, in either case, any part thereof) will include a reference to Schedule 2 (*Details of Shares*) or Schedule 3 (*Registered Trade Marks*) or Schedule 1 (*Mortgaged Property*) (respectively) to this Deed (or, in either case, any part thereof).

5. GOVERNING LAW

This Deed and all matters including non-contractual obligations arising out of or in connection with it are governed by English law.

6. JURISDICTION

6.1 English courts

The courts of England have exclusive jurisdiction to settle any dispute arising out of, or connected with, this Deed (including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Deed) (a "**Dispute**").

6.2 Convenient forum

The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

6.3 Exclusive jurisdiction

This Clause 6 is for the benefit of the Security Agent only. As a result and notwithstanding Clause 6.1 (*English courts*), it does not prevent the Security Agent 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.

7. COUNTERPARTS

This Deed may be executed in 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.

Schedule 2
Details of Shares

Chargor	Name of company in which Shares are held	Class of Shares	Number of Shares held
George Banco Limited	George Banco.com Limited	Ordinary	1
George Banco Limited	Georgefinance.com Ltd	Ordinary	1

Schedule 3
Registered Trade Marks

Chargor	Trade mark number
George Banco Limited	UK00003039019
	UK00003085430
	UK00003086121

Schedule 4
The Additional Chargors

Name	Country of Incorporation	Registration number
George Banco Limited	England and Wales	08605069
George Banco.com Limited	England and Wales	08804623

SIGNATURE PAGES

The Additional Chargors

EXECUTED as a DEED

By: GEORGE BANCO LIMITED

Director

in the presence of:

Signature of Witness: _____

Name of Witness: REENA PATEL

Address of Witness: _____

Occupation of Witness: _____

EXECUTED as a DEED

By: **GEORGE BANCO.COM LIMITED**

Director

in the presence of:

Signature of Witness: _____

Name of Witness: KEENA PATEL

Address of Witness: _____

Occupation of Witness: _____

The Security Agent

EXECUTED as a DEED

By: GLAS TRUST CORPORATION LIMITED

Iva Bardhi

~~In the presence of~~

Signature of Witness:

Name of Witness:

Estela Landro

Address of Witness:

Occupation of Witness:
