

MR01

Particulars of a charge

536537/13

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 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 scanned and placed on the public record

SATURDAY



A2JSGWAH

A04

26/10/2013

#224

COMPANIES HOUSE

FOR OFFICIAL USE

22

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

1 Company details

Company number 0 2 8 2 9 7 0 3

Company name in full Heven Holdings Limited

2 Charge creation date

Charge creation date 01 06 2010 2013

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 Landesbank Hessen-Thüringen Girozentrale, London

Branch

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

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

MR01

Particulars of a charge

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

Herbert Smith Freehills LLP.

X

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

MR01

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 Kamal Arulvel

Company name Herbert Smith Freehills LLP

Address Exchange House

Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 E G

Country

DX 28

Telephone 020 7374 8000



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: 2829703

Charge code: 0282 9703 0022

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th October 2013 and created by HEVEN HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th October 2013

DX

Given at Companies House, Cardiff on 30th October 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



HERBERT
SMITH
FREEHILLS

We hereby certify that save for
material redacted pursuant to
section 859G Companies Act
2006 this is a true and accurate
copy of the original.

Herbert Smith Freehills LLP

EXECUTION VERSION

Herbert Smith Freehills LLP
Exchange House
Primrose Street
London EC2A 2EG

Date *23 October* 2013

16 October 2013

JONATHAN MICHAEL HUNT

and

HEVEN HOLDINGS LIMITED

and

HOTCHKISS LIMITED

as assignors

and

LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE,
LONDON BRANCH

as agent

SUPPLEMENTAL SECURITY ASSIGNMENT

Herbert Smith Freehills LLP

TABLE OF CONTENTS

Clause	Headings	Page
1	DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS	3
2	SECURITY	4
3.	RANKING	4
4	INCORPORATION	4
5	CONTINUATION	5
6.	COUNTERPARTS	5
7	LAW	5
8	ENFORCEMENT	5

THIS DEED is made on 16 October 2013

BETWEEN

- (1) JONATHAN MICHAEL HUNT (Passport Number [REDACTED]) of [REDACTED] HEVEN HOLDINGS LIMITED (a company incorporated in England and Wales with company registration number 02829703) whose registered office is at 64 Knightsbridge, London SW1X 7JF and HOTCHKISS LIMITED (a company incorporated in Jersey with company registration number 103836) whose registered office is at Ogier House, The Esplanade, St Helier, JE4 9WG (each an "Assignor" and together the "Assignors"), and
- (2) LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE, LONDON BRANCH, as agent and security trustee of the other Finance Parties (the "Agent")

BACKGROUND

- (A) The Obligors have entered into a supplemental agreement dated on or about the date of this Supplemental Security Assignment (the "Supplemental Agreement") amending and restating a £60,000,000 credit agreement dated 27 September 2011 between, among others, Ocubis Financing Limited as borrower and Landesbank Hessen-Thüringen Girozentrale, London Branch as arranger, agent and original lender (the "Credit Agreement")
- (B) Pursuant to the Original Security Assignment (as defined below), each Assignor charged all of its rights, titles, benefits and interests, whether present or future, in any Contract as Security for, amongst other things, all obligations and liabilities owing or incurred by any Obligor to any Finance Party under or pursuant to the Finance Documents
- (C) Each Assignor and the Agent consider that the Security granted by each Assignor under the Original Security Assignment secures payment of the Secured Liabilities but enter into this Supplemental Security Assignment in case it does not
- (D) This Supplemental Security Assignment is supplemental to the Original Security Assignment

IT IS AGREED as follows

1 DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS

1.1 Definitions

- 1.1.1 Terms defined in the Original Security Assignment and the Credit Agreement (as amended and restated by the Supplemental Agreement) shall, unless otherwise defined in this Supplemental Security Assignment or unless a contrary intention appears, bear the same meaning when used in this Supplemental Security Assignment and the following term has the following meaning

"Original Security Assignment" means the security assignment dated 29 September 2011 between the Assignors and the Agent

- 1.1.2 Unless a contrary intention appears and subject to Clause 1.1.1, words defined in the Companies Act 2006 have the same meanings in this Supplemental Security Assignment

1.2 Construction and Third Party Rights

- 1.2.1 The provisions of clause 1.2 (Construction) of the Credit Agreement apply to this Supplemental Security Assignment as though they were set out in full in this Supplemental Security Assignment except that references to "this Agreement" in the Credit Agreement are to be construed as references to this Supplemental Security Assignment.

1 2 2 No term of this Supplemental Security Assignment is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Supplemental Security Assignment

1 3 **Security Trust Provisions**

The Agent holds the benefit of this Supplemental Security Assignment on trust for the Finance Parties in accordance with clause 27 (*The Agent as Security Trustee*) of the Credit Agreement

1 4 **Implied Covenants for Title**

The obligations of the Assignors under this Supplemental Security Assignment shall be in addition to the covenants relevant to a disposition of property with full title guarantee deemed to be included in this Supplemental Security Assignment by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994

1 5 **Effect as a Deed**

This Supplemental Security Assignment is intended to take effect as a deed notwithstanding that the Agent may have executed it under hand only.

1 6 **Joint and Several**

The obligations of the Assignors under this Supplemental Security Assignment are joint and several

1 7 **Clawback**

If the Agent considers that an amount paid to a Finance Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Supplemental Security Assignment

2 **SECURITY**

Each Assignor hereby assigns by way of security to the Agent (subject to the proviso for reassignment under clause 15 1 (*Release*)) of the Original Security Assignment (incorporated into this Deed pursuant to Clause 4 (*Incorporation*)) with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities the Assigned Rights

3 **RANKING**

Where a right or asset has been assigned by way of security (subject to a proviso for re-assignment on redemption) under the Original Security Assignment and the same asset or right is expressed to be assigned by way of security again under this Supplemental Security Assignment, that second assignment will take effect as a fixed charge over the right or asset and only take effect as an assignment if the relevant Security created by the Original Security Assignment ceases to have effect at a time when this Supplemental Security Assignment still has effect.

4 **INCORPORATION**

The provisions of clause 3 (*Limited Recourse*) and clauses 5 (*Further Assurance*) to 21 (*Notices*) (inclusive) of the Original Security Assignment apply to this Supplemental Security Assignment as though they were set out in full in this Supplemental Security Assignment except that references to "this Deed" in the Original Security Assignment are to be construed as references to "this Supplemental Security Assignment"

5 **CONTINUATION**

5 1 Except insofar as supplemented hereby, the Original Security Assignment will remain in full force and effect

5 2 The Assignors agrees that the execution of this Supplemental Security Assignment shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Security Assignment

5 3 References in the Original Security Assignment to "this Deed" and expressions of similar import shall be deemed to be references to the Original Security Assignment as amended and supplemented by this Supplemental Security Assignment and to this Supplemental Security Assignment

5 4 This Supplemental Security Assignment is designated a Finance Document

6 **COUNTERPARTS**

This Supplemental Security Assignment 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 the Supplemental Security Assignment

7 **LAW**

This Supplemental Security Assignment and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law

8 **ENFORCEMENT**

8 1 The courts of England have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Supplemental Security Assignment or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual dispute or claim) (a "Dispute")

8 2 Subject to Clause 8.5 below, the parties to this Supplemental Security Assignment agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly the Assignors will not

8.2 1 argue to the contrary, or

8 2 2 Initiate or pursue any proceedings relating to a Dispute in any jurisdiction other than England

8 3 Without prejudice to any other mode of service allowed under any relevant law, each Assignor (other than a Assignor incorporated in England and Wales).

8 3 1 irrevocably appoints the General Partner as its agent for service of process in relation to any proceedings before the English courts in connection with any Dispute and will immediately appoint a new agent for service of process on terms satisfactory to the Agent if the above agent resigns or otherwise ceases to be the agent for service of process in connection with any Dispute or ceases to maintain a registered office in England, and

8.3 2 agrees that failure by a process agent to notify the relevant Assignor of the process will not invalidate the proceedings concerned

8.4 The General Partner confirms its acceptance of its irrevocable appointment as agent for service of process pursuant to Clause 8.3

8.5 This Clause 8 is for the benefit of each of the Finance Parties only. As a result, a Finance Party shall not be prevented from initiating or pursuing proceedings relating to a Dispute in any other courts with jurisdiction nor from contending that such courts are appropriate and convenient. To the extent allowed by law, a Finance Party may initiate or pursue

8.5.1 proceedings in any other court, and

8.5.2 concurrent proceedings in any number of jurisdictions,

irrespective of whether proceedings have already been initiated by any party in England

IN WITNESS whereof this Supplemental Security Assignment has been duly executed and delivered as a deed on the date first above written

THE ASSIGNORS

BY ENTERING INTO THIS DEED YOU MIGHT BECOME LIABLE INSTEAD OF OR AS WELL AS THE BORROWER.

YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO THIS DEED.

**EXECUTED as a DEED by
JONATHAN MICHAEL HUNT**

in the presence of

Signature of witness

Name of witness
(in **BLOCK CAPITALS**)

KATE MORRISON

Address of witness

15 REGENT STREET
LONDON SW1X 4LR


Notice details for JONATHAN MICHAEL HUNT

Address

Email

EXECUTED as a DEED by
HEVEN HOLDINGS LIMITED
acting by

in the presence of


Director

Signature of witness



Name of witness
(in BLOCK CAPITALS)

KATE MORRISON

Address of witness

15 REGENT STREET
LONDON SW1Y 4LR

Notice details for HEVEN HOLDINGS LIMITED

Address:

[REDACTED]

Attention

Matthew Gresham

Email

[REDACTED]

EXECUTED as a DEED by
HOTCHKISS LIMITED
acting by JANE CLAYTON
in the presence of

)
)
)
)
)

Director

Signature of witness

Name of witness
(In BLOCK CAPITALS)

WILLIAM TURNER

Address of witness

Ogier House, The Esplanade
ST HELENS, JERSEY, JE4 9WG

Notice details for HOTCHKISS LIMITED

Address Ogier House, The Esplanade, St Helier, JE4 9WG, Jersey


Attention: Paul Lawrence

Email.

SIGNED by

For and on behalf of **LANDESBANK
HESSEN-THÜRINGEN GIROZENTRALE,
LONDON BRANCH**

)
)
)
)
)



Notice details for Landesbank Hessen-Thüringen Girozentrale, London Branch

Address Landesbank Hessen-Thüringen Girozentrale, London Branch, 3rd Floor, 95 Queen
Victoria Street, London EC4V 4HN

Attention Real Estate Finance (Ref Klaus Betz-Vais/Chris Frey)

Email realestatefinanceuk@helaba.de
with copy to 