

MG01

Particulars of a mortgage or charge



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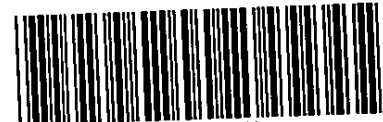
We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☒ **What this form is NOT for**  
You cannot use this form to register  
particulars of a charge for a  
company. To do this, please use  
form MG01s

FRIDAY



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31/08/2012

#339

COMPANIES HOUSE

For official use

**1 Company details**

Company number ☒ 0 5 2 0 1 8 5 2

Company name in full ☒ Octium Limited (the "Chargor")

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

All fields are mandatory unless  
specified or indicated by \*

**2 Date of creation of charge**

Date of creation ☒ d1 d7 m0 m8 y2 y0 y1 y2

**3 Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description ☒ Security agreement dated 17 August 2012 between, amongst others, the  
Chargor and Barclays Bank PLC (the "Lender") (the "Deed").

**4 Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured ☒ All present and future moneys, debts, liabilities  
and obligations due, owing or incurred by any  
Obligor to the Lender under or in connection with  
any Finance Document (in each case whether alone or  
jointly, or jointly and severally, with any other  
person, whether actually or contingently and  
whether as principal, surety, cautioner or  
otherwise), including, for the avoidance of doubt,  
under any Ancillary Document and/or the operation  
of the Accordion Option ("Secured Liabilities").

For definitions of capitalised terms please see  
MG01 continuation pages (Short particulars of all  
the property mortgaged or charged).

**Continuation page**  
Please use a continuation page if  
you need to enter more details

# MG01

## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**  
Please use a continuation page if you need to enter more details

Name ☒ Barclays Bank PLC

Address 1 Churchill Place

London

Postcode E 1 4 5 H P

Name

Address

Postcode

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

**Continuation page**  
Please use a continuation page if you need to enter more details

Short particulars

Please see MG01 continuation pages (Short particulars of all the property mortgaged or charged).

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### 1 Creation of Security

##### 1 1 Security generally

All the Security created, or expressed to be created, under the Deed

- (A) is created in favour of the Lender,
- (B) is created over the present and future assets of the Chargor,
- (C) is security for the payment of all the Secured Liabilities, and
- (D) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

##### 1 2 Land

- (A) Subject to clauses 4 2(B) and (C) of the Deed, as set out in paragraph 1 2(B) and (C) of this form, the Chargor by the Deed charges
  - (1) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use that property, including, in respect of the Chargor, the freehold or leasehold property specified in Schedule 3 (*Mortgaged Property*) of the Deed
  - (2) (to the extent that they are not the subject of a legal mortgage under paragraph 1 2(A)(1) of this form) by way of first fixed charge all estates or interests in any freehold or leasehold property now or in the future owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use that property
- (B) In respect of each Relevant Lease, if the rights of the Chargor under such Relevant Lease cannot be secured without the consent of the landlord under that Relevant Lease, then, prior to such landlord giving its consent, the Security created by clause 4 2(A) of the Deed, as set out in paragraph 1 2(A) of this form, will secure all amounts which the Chargor may receive, or has received, under that Relevant Lease, but will exclude the Relevant Lease itself. On and from the date that a landlord under a Relevant Lease gives its consent to the granting of security over a Relevant Lease, under the terms of the Deed, the key terms of which are set out in this form, the Security created in accordance with clause 4 2(A) of the Deed, as set out in paragraph 1 2(A) of this form, will include Security over the Relevant Lease itself
- (C) If the Chargor extends (or agrees to extend) the expiry date of a Relevant Lease beyond that which applies as at the date of the Deed then, on or before the date of such extension, it shall use all reasonable endeavours to obtain the consent of the landlord under that Relevant Lease to the granting of Security over that Relevant Lease itself in accordance with the terms of clauses 4 2(A) and (B) of the Deed, as set out in paragraph 1 2(A) and (B) of this form
- (D) A reference in the Deed to a mortgage or charge of any freehold or leasehold property includes

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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(1) each and every part of that property, including the buildings, structures, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or in the future on that property and all easements and rights attaching to it, and</p> <p>(2) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants</p> <p><b>1 3 Investments</b></p> <p>(A) The Chargor charges by the Deed by way of a first fixed charge all of its rights and interests in the Investments</p> <p>(B) A reference in the Deed to any mortgage or charge of any Investment includes</p> <p>(1) any dividend or interest paid or payable in relation to it,</p> <p>(2) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p>(3) any right against any clearance system in relation to it, and</p> <p>(4) any right under any custodian or other agreement in relation to it</p> <p><b>1 4 Contracts</b></p> <p>(A) The Chargor by the Deed assigns absolutely to the Lender all of its rights and interests under each Assigned Contract</p> <p>(B) To the extent that any such right described in paragraph 1 4(A) of this form is not capable of assignment, the assignment of that right purported to be effected by clause 4 4(A) of the Deed, as set out at paragraph 1 4(A) of this form, shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right</p> <p>(C) To the extent that they do not fall within any other part of clause 4 4 of the Deed, as set out in paragraph 1 4 of this form or are not effectively assigned under clauses 4 4(A) or 4 4(B) of the Deed, as set out in paragraphs 1 4(A) or 1 4(B) of this form, the Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party</p> <p><b>1 5 Bank accounts</b></p> <p>The Chargor by the Deed charges by way of a first fixed charge</p> <p>(A) all of its rights in respect of any amount standing to the credit of any Blocked Account and the debt represented by such account, and</p> <p>(B) all of its rights in respect of any amount standing to the credit of any other account</p>

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(including, but not limited to, each Operating Account) it has in its name (or to which it is beneficially entitled) with any person and the debt represented by such account

#### 1 6 Book debts etc.

The Chargor by the Deed charges by way of a first fixed charge

- (A) all of its book and other debts,
- (B) all other moneys due and owing to it, and
- (C) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph 1 6(A) and 1 6(B) of this form

#### 1 7 Insurances

- (A) The Chargor by the Deed assigns absolutely to the Lender all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest
- (B) To the extent that any such right described in clause 4 7(A) of the Deed, as set out in paragraph 1 7(A) of this form, is not capable of assignment, the assignment of that right purported to be effected by clause 4 7(A) of the Deed, as set out in paragraph 1 7(A) of this form, shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right
- (C) To the extent that they do not fall within any other part of clause 4 7 of the Deed, as set out in this paragraph 1 7 of this form, or are not effectively assigned under clauses 4 7(A) or 4 7(B) of the Deed, as set out in paragraphs 1 7(A) and 1 7(B) of this form, the Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party

#### 1 8 Plant and machinery

The Chargor by the Deed charges by way of a first fixed charge all fixed and moveable plant and machinery owned by it, its interest in any plant or machinery in its possession and the benefit of all related Authorisations, agreements and warranties

#### 1 9 Intellectual Property

The Chargor by the Deed charges by way of first fixed charge all its Intellectual Property

#### 1 10 Authorisations

The Chargor by the Deed charges by way of first fixed charge the benefit of all Authorisations held by it in relation to any Charged Property, together with the right to recover and receive compensation which may be payable to it in respect of any Authorisation

#### 1 11 Pension fund

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>The Chargor by the Deed charges by way of first fixed charge any beneficial interest, claim or entitlement it has in any pension fund</p> <p>1 12 <b>Goodwill</b></p> <p>The Chargor by the Deed charges by way of first fixed charge its goodwill</p> <p>1 13 <b>Uncalled capital</b></p> <p>The Chargor by the Deed charges by way of first fixed charge its uncalled capital</p> <p>2 <b><u>Floating charge</u></b></p> <p>2 1 The Chargor by the Deed charges by way of first floating charge (i) its undertaking and assets, both present and future not otherwise effectively mortgaged or charged under the Deed and (ii) its undertaking and assets both present and future situated in Scotland or otherwise governed by Scots law</p> <p>2 2 The floating charge created by the Chargor pursuant to clause 4 14 of the Deed, as set out in paragraph 2 1 of this form, is a "qualifying floating charge" for the purposes of paragraph 14 of schedule B1 to the Insolvency Act 1986</p> <p>3 <b><u>Continuing Security</u></b></p> <p>3 1 <b>Continuing Security</b></p> <p>The Security created, or expressed to be created, by the Deed is a continuing security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part</p> <p>3 2 <b>Additional security</b></p> <p>The Security created, or expressed to be created, by the Deed</p> <p>(A) is in addition to, and is not in any way prejudiced by, any other Security or other right now or subsequently held by the Lender, and</p> <p>(B) may be enforced against the Chargor without having recourse to any other rights of the Lender</p> <p>4 <b><u>Restrictions on dealing</u></b></p> <p>4 1 <b>Negative Pledge</b></p> <p>(A) The Chargor shall not create or permit to subsist any Security over any of its assets</p> <p>(B) The Chargor shall not</p> <p>(1) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by it or any other member of the Group,</p>	

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (2) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
  - (3) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
  - (4) enter into any other preferential arrangement having a similar effect,
- in circumstances where the arrangement or transaction is entered into primarily as a method of raising financial indebtedness or of financing the acquisition of an asset
- (C) Paragraphs 4 1(A) and 4 1(B) of this form do not apply to the exceptions listed in the Facility Agreement

#### 4 2 Disposals

- (A) The Chargor shall not (nor shall it agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any asset
- (B) Paragraph 4 2(A) of this form does not apply to any sale, lease, transfer or other disposal
  - (1) made by the Chargor to another Obligor,
  - (2) made in the ordinary course of trading of the Chargor,
  - (3) of assets in exchange for other assets comparable or superior as to type, value and quality, or
  - (4) where the higher of the market value or consideration receivable (when aggregated with the higher of the market value or consideration receivable for any other sale, lease, transfer or other disposal, other than any permitted under paragraphs 4 2(B)(1) and 4 2(B)(2) of this form) does not exceed ten per cent of the gross assets of the Group per financial year (or its equivalent in another currency or currencies) in any financial year

#### Definitions:

In this form MG01, the following words and expressions have the following meaning

**"Accession Letter"** means a document substantially in the form set out in schedule 5 of the Facility Agreement (*Form of Accession Letter*) including the letter dated 17 August 2012 between the Chargor, the Lender and the Company by which the Chargor acceded to the Facility Agreement

**"Accordion Option"** means the option available to the Company (in accordance with clause 6 (*Accordion Option*) of the Facility Agreement to request an increase in the Term Facility Commitment provided under the Term Facility

**"Accordion Option Notice"** has the meaning given to it in clause 6(A) (*Accordion Option*) of the

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 376 1054 409">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="331 465 560 499"><b>Facility Agreement</b></p> <p data-bbox="331 533 1516 589">“<u>Additional Guarantor</u>” means a company which becomes an Additional Guarantor in accordance with clause 26 (<i>Changes to the Obligors</i>) of the Facility Agreement</p> <p data-bbox="331 622 1516 701">“<u>Amendment and Restatement Agreement</u>” means the amendment and restatement agreement dated 3 August 2012 and made between the Parties, on the terms of which the Facility Agreement has been amended and restated</p> <p data-bbox="331 734 1516 790">“<u>Ancillary Document</u>” means each document relating to or evidencing the terms of an Ancillary Facility</p> <p data-bbox="331 824 1516 880">“<u>Ancillary Facility</u>” means any existing facility provided by the Lender to any member of the Group designated as an “<u>Ancillary Facility</u>”</p> <p data-bbox="331 913 1516 969">“<u>Assigned Contract</u>” means, in relation to the Chargor, any agreement to which the Chargor is a party and which the Lender has designated as an Assigned Contract</p> <p data-bbox="331 1003 1516 1081">“<u>Assignment Agreement</u>” means any assignment agreement entered into by the Company, the Lender or a new lender in respect of the Finance Documents in form and substance satisfactory to the Lender</p> <p data-bbox="331 1115 1516 1171">“<u>Authorisations</u>” means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration</p> <p data-bbox="331 1205 948 1238">“<u>Blocked Account</u>” means, in relation to the Chargor</p> <div data-bbox="427 1272 1516 1429"> <p data-bbox="427 1272 1516 1361">(A) any account specified opposite its name in part 1 of schedule 2 (<i>Accounts</i>) of the Deed or in the relevant Part of the schedule to a Deed of Accession by which it became a party to the Deed, or</p> <p data-bbox="427 1395 1390 1429">(B) any other account which the Lender has designated as a Blocked Account</p> </div> <p data-bbox="331 1462 1516 1541">“<u>Charged Property</u>” means all of the assets of the Chargor which from time to time are, or are expressed to be, subject to the Security created or expressed to be created in favour of the Lender pursuant to the Deed or any Deed of Accession</p> <p data-bbox="331 1574 818 1608">“<u>Company</u>” means MDNX Group Limited</p> <p data-bbox="331 1641 1516 1697">“<u>Compliance Certificate</u>” means a certificate substantially in the form set out in schedule 6 (<i>Form of Compliance Certificate</i>) of the Facility Agreement</p> <p data-bbox="331 1731 1516 1787">“<u>Deed of Accession</u>” means a document substantially in the form of schedule 6 (<i>Deed of Accession</i>) of the Deed</p> <p data-bbox="331 1821 1015 1854">“<u>Facility</u>” means the Term Facility or the Revolving Facility</p> <p data-bbox="331 1888 1516 1966">“<u>Facility Agreement</u>” means the term and revolving facility agreement dated 23 June 2011, as amended from time to time, including by way of an amendment and restatement agreement dated 03 August 2012 between the Company as borrower and the Lender as lender</p> <p data-bbox="331 2000 1516 2056">“<u>Fee Letter</u>” means any letter or letters dated on or about 03 August 2012 between the Lender and the Company setting out any of the fees referred to in clause 13 (<i>Fees</i>) of the Facility Agreement or</p>



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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>clause 7 (<i>Fees</i>) of the Amendment and Restatement Agreement, or in relation to any Increased Amount made available under clause 6 (<i>Accordion Option</i>) of the Facility Agreement</p> <p><b>"Finance Document"</b> means the Facility Agreement, each Security Agreement, the Intercreditor Agreement, each Utilisation Request, each Accession Letter, any Selection Notice, any Compliance Certificate, each Fee Letter, any Assignment Agreement, any Ancillary Document, any Accordion Option Notice, the Amendment and Restatement Agreement and any other document designated as such by the Lender and the Company</p> <p><b>"Group"</b> means the Company and its Subsidiaries for the time being</p> <p><b>"Guarantor"</b> means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 26 (<i>Changes to the Obligors</i>) of the Facility Agreement</p> <p><b>"Increased Amount"</b> has the meaning given to that term in clause 6(C) (<i>Accordion Option</i>) of the Facility Agreement</p> <p><b>"Intellectual Property"</b> means</p> <ul style="list-style-type: none"> <li>(A) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and</li> <li>(B) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist)</li> </ul> <p><b>"Intercreditor Agreement"</b> means the intercreditor agreement originally dated 24 June 2011 between, amongst others, the Lender, Beechbrook Capital LLP and the Company, as amended from time to time, most recently on 03 August 2012, to which the Chargor has acceded in accordance with the Intercreditor Deed of Accession</p> <p><b>"Intercreditor Deed of Accession"</b> means the deed of accession dated 17 August 2012 by which the Chargor acceded to the Intercreditor Agreement</p> <p><b>"Investments"</b> means any securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit), warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments now or in the future owned by the Chargor or (to the extent of its interest) in which it now or in the future has any interest</p> <p><b>"Loan"</b> means a loan made or to be made under the Facility Agreement or the principal amount outstanding for the time being of that loan</p> <p><b>"Mortgaged Property"</b> means any freehold, heritable or leasehold property included in the definition of Charged Property</p> <p><b>"Obligor"</b> means the Company or a Guarantor (including the Chargor) or any person who grants Security over all or any part of its assets in respect of any obligations of the Company or a Guarantor (including the Chargor) under the Finance Documents</p> <p><b>"Operating Account"</b> means, in relation to the Chargor</p>

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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(A) any account specified opposite its name in part 2 of schedule 2 (<i>Accounts</i>) of the Deed, as set out at Note 1 of this form, or in the relevant Part of the schedule to a Deed of Accession by which it became a party to the Deed, and</p> <p>(B) any other account held by the Chargor which is not a Blocked Account</p> <p><u>"Original Guarantor"</u> means the Parties listed as such in schedule 1 of the Facility Agreement</p> <p><u>"Party"</u> means a Party to the Facility Agreement</p> <p><u>"Relevant Lease"</u> means each of the following occupational leases</p> <p>(A) the sub-underlease of 3rd Floor, 1 Angel Court London EC2 dated 19 November 2010 and expiring on 24 July 2013 entered into by Iconnyx Limited with JP Morgan Chase Bank, and</p> <p>(B) the sublease of part of 1st Floor, 15 St Christopher's Way, Pride Park, Derby DE24 8JY dated 11 April 2011 and expiring on 10 April 2014 entered into by Allurian Limited with Commontime Limited</p> <p><u>"Revolving Facility"</u> means the revolving credit facility made available under the Facility Agreement as described in clause 2 1(B) (<i>The Facilities</i>) of the Facility Agreement</p> <p><u>"Security"</u> means a mortgage, charge, standard security, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p><u>"Security Agreement"</u> means each of the documents listed as being a Security Agreement in the Facility Agreement (including the Deed) together with any other document entered into by the Chargor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents</p> <p><u>"Selection Notice"</u> means a notice substantially in the relevant form set out in the Facility Agreement</p> <p><u>"Subsidiary"</u> means a subsidiary within the meaning of section 1159 of the Companies Act 2006</p> <p><u>"Term Facility"</u> means the term loan facility made available under the Facility Agreement as described in clause 2 1(A) (<i>The Facilities</i>) of the Facility Agreement or as provided pursuant to the operation of clause 6(C) (<i>Accordion Option</i>) of the Facility Agreement</p> <p><u>"Term Facility Commitment"</u> means £17,500,000 to the extent not cancelled, reduced or increased by the Lender under the Facility Agreement</p> <p><u>"Utilisation"</u> means a utilisation of a Facility</p> <p><u>"Utilisation Date"</u> means the date of a Utilisation, being the date on which the relevant Loan is to be made</p> <p><b>Note 1:</b></p> <p>The Operating Accounts listed in schedule 2 to the Deed are</p>

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Chargor	Account number	Sort code	Bank or financial institution
Octium Limited	70638633	20-07-71	Barclays
Octium Limited	83959430	20-07-71	Barclays

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## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

None.

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

### 9 Signature

Please sign the form here

Signature

Signature

X *Simmons & Simmons LLP* X  
30.08.12

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

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## Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name Katy O'Doherty

Company name Simmons & Simmons LLP

Address Citypoint

One Ropemaker Street

Post town London

County/Region

Postcode EC2Y 9SS

Country United Kingdom

DX DX Box No 12 Chancery Lane London

Telephone 020 7628 2020



### 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 the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



### 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.

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



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## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 5201852**

**CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 17  
AUGUST 2012 AND CREATED BY OCTIUM LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
OBLIGOR TO BARCLAYS BANK PLC ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 31 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 SEPTEMBER  
2012

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES