

224500/66

MG01

Particulars of a mortgage or charge



iris
LASERFORM

A fee is payable with this form.

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 on a
company. To do this, use
form MG01s

For further information, please



uk

A82

23/12/2011

#434

COMPANIES HOUSE

all use

1 Company details

Company number 0 5 3 6 0 8 4 8

Company name in full Omega Business Park 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 2 1 1 2 2 0 1 1

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 Debenture dated 21 December 2011 made between, among others, the Chargor (1), Hansteen Industrial Estates Limited (CRN 07813927) (2), Spencer Industrial Estates Limited (CRN 00825098) (3), Spencer Office Parks Limited (CRN 04453159) (4), and Spencer Trade Counters Limited (CRN 04839441) (5) in favour of Lloyds TSB Bank plc (in its capacity as Security Agent for the Finance Parties (as defined in the Continuation Pages to Section 6 of this Form MG01)) (6) (the "Debenture")

4 Amount secured

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

Amount secured The Secured Sums (as defined in the Continuation Pages to Section 6 of this Form MG01)

References to the Debenture or to any other document, including any Finance Document (as defined in the Continuation Pages to Section 6 of this Form MG01), include references to the Debenture or such other document as varied in any manner from time to time, even if changes are made to the composition of the parties to the Debenture or such other document or to the nature or amount of any facilities made available under such other document and, in addition, references to the Debenture shall include (with effect from the date on which it comes into force) each Deed of Accession and Charge executed pursuant to it

Continuation page

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

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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	Lloyds TSB Bank plc as Security Agent	
Address	Corporate Markets, Fourth Floor, Citymark, 150 Fountainbridge, Edinburgh	
Postcode	E H 3 9 P E	
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	<p>In this Section 6, references to Clauses, paragraphs and Schedules are to Clauses and paragraphs of, and Schedules to, the Debenture unless otherwise specified. References to the Debenture or to any other document, including any Finance Document (as defined in the Continuation Pages to Section 6 of this Form MG01), include references to the Debenture or such other document as varied in any manner from time to time.</p> <p>Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.</p> <p>The Continuation Pages to this Section 6 refer to covenants by and restrictions on the Chargor which protect and further define the charges created by the Debenture and which must be read as part of those charges.</p> <p>The Debenture creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Chargor's assets as follows:</p> <p style="text-align: center;">Particulars of property mortgaged or charged</p> <p>1 Assignments</p> <p>Under Clause 3.1 (Assignments) the Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigned absolutely to the Security Agent</p> <ul style="list-style-type: none">(a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies,(b) all its rights, title and interest from time to time in respect of the Hedging Agreements, <p>Please refer to continuation pages for further detail</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

Continuation Pages

(1. Assignments - continued)

- (c) the right to receive all rental and other income and all debts and claims as at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land including each Occupational Lease and Agreement for Lease,
- (d) all its rights and interests under or in respect of each Occupational Lease,
- (e) all its rights and interests under or in respect of each Agreement for Lease, and
- (f) all its interests and rights (if any) in or to any money at any time standing to the credit of any Controlled Account

2. Fixed Security

Under Clause 3 2 (*Fixed Security*) the Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Security Agent

- (a) by way of legal mortgage, all Land in England and Wales as at the Debenture Date vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of the Debenture, in each case as described in Schedule 2 (*Registered Land to be Mortgaged*) (reproduced as Appendix 1 to this Form MG01),
- (b) by way of legal mortgage, all other Land in England and Wales as at the Debenture Date vested in it and not registered at the Land Registry,
- (c) by way of fixed charge
 - (i) all other Land which is as at the Debenture Date, or in the future becomes, its property,
 - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land as at the Debenture Date or in the future belonging to it,
 - (iii) all plant and machinery as at the Debenture Date or in the future attached to any Land which, or an interest in which, is described in sub-clauses (a) to (c) (iii) above,
 - (iv) all Specified Investments which are as at the Debenture Date its property, including all proceeds of sale derived from them,
 - (v) all Specified Investments in which that Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
 - (vi) all Derivative Rights of a capital nature as at the Debenture Date or in the future accruing or offered in respect of its Specified Investments,
 - (vii) all Derivative Rights of an income nature as at the Debenture Date or in the future accruing or offered at any time in respect of its Specified Investments,

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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>(viii) all insurance or assurance contracts or policies as at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are as at the Debenture Date or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture,</p> <p>(ix) all its goodwill and uncalled capital for the time being,</p> <p>(x) all Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,</p> <p>(xi) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,</p> <p>(xii) the benefit of all agreements and licences as at the Debenture Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,</p> <p>(xiii) all its rights as at the Debenture Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,</p> <p>(xiv) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(xi) to (xiv) above,</p> <p>(xv) all trade debts as at the Debenture Date or in the future owing to it,</p> <p>(xvi) all debts as at the Debenture Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,</p> <p>(xvii) the benefit of any other agreement to which it is party which is not otherwise effectively assigned or charged pursuant to Clause 3 1 (<i>Assignments</i>),</p> <p>(xviii) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 1 (<i>Assignments</i>),</p> <p>(xix) all rights, money or property accruing or payable to it as at the Debenture Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Debenture,</p> <p>(xx) all moneys at any time standing to the credit of any Controlled Account, and</p> <p>(xxi) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive</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

all compensation which may be payable in respect of them

3 Creation of floating charge

By Clause 3 3 (*Creation of floating charge*) the Chargor, with full title guarantee, charged to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 1 (*Assignments*) (as set out in paragraph 1 of this Form MG01 above) or charged by any fixed charge contained in Clause 3 2 (*Fixed security*) (as set out in paragraph 2 of this Form MG01 above), including any Assets comprised within a charge which is reconverted under Clause 4 4 (*Reconversion*), and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that the Chargor shall not create any Security other than Permitted Security over any such Asset (whether having priority over, or ranking *pari passu* with or subject to, the floating charge) or take any other step referred to in Clause 6 (*Negative pledge and other restrictions*) with respect to any such Asset, and such Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document)

Covenants and Restrictions contained in the Debenture

By Clause 6 (*Negative Pledge and other Restrictions*) the Chargor agreed that, except as permitted under paragraph (d) below

- (a) It shall not create or permit to subsist any Security over any of its assets
- (b) It shall not sell, transfer or otherwise dispose of any of its receivables
- (c) It shall not
 - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by any other member of the Group,
 - (ii) 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
 - (iii) 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. An arrangement or transaction referred to in paragraph (b) above or in this paragraph (c) is termed "**Quasi Security**"
- (d) Paragraphs (a), (b) and (c) above do not apply to any Security or (as the case may be) Quasi-Security, which is

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

- (i) Permitted Security, or
- (ii) given under the Finance Documents

By Clause 11 5 (*Negative Covenant*) the Chargor covenanted with the Security Agent that it will not, without the prior written consent of the Security Agent, consent to its Specified Investments being consolidated, sub-divided or converted or any rights attached to them being varied

Definitions

"Assets" means, in relation to the Chargor, all its undertaking, property, assets, revenues and rights of every description, or any part of them

"Agreement for Lease" means an agreement to grant an Occupational Lease

"Controlled Accounts" means the Mandatory Repayment Accounts, the Rent Security Accounts and the Holding Accounts

"Chargor" means the Original Chargors and (with effect from its accession) each other company which executes a Deed of Accession and Charge and any company which subsequently adopts the obligations of a Chargor

"Debenture Date" means 21 December 2011,

"Deed of Accession and Charge" means a deed of accession and charge substantially in the form of Schedule 3 (*Form of Deed of Accession and Charge for a New Chargor*)

"Derivative Rights" includes

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise,
- (b) dividends, distributions, interest and other income paid or payable in relation to any Investments, and
- (c) stock, shares and securities offered in addition to or in substitution for any Investments

"Facility Agreement" means the term facility agreement dated on or about the Debenture Date between Hansteen Industrial Estates Limited (as the Original Borrower and Original Guarantor), the companies listed as Borrowers, the companies listed as Original Guarantors, and Lloyds TSB Bank plc (as Arranger, Original Lender, Original Hedge Counterparty, Agent and Security Agent)

"Finance Document" has the meaning given to that term in the Facility Agreement

"Finance Parties" means the Agent, the Arranger, the Security Agent and any Lender (each as defined in the Facility Agreement)

"Financial Indebtedness" has the meaning given to it in the Facility Agreement

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3 1 (*Assignments*) or within a mortgage or fixed charge created by Clause 3 2 (*Fixed security*) or arising on crystallisation of a floating charge whether under Clause 4 (*Crystallisation*) or otherwise

"Group" has the meaning given to that term in the Facility Agreement

"Hedging Agreement" has the meaning given to that term in the Facility Agreement

"Holding Account" has the meaning given to it in the Facility Agreement and includes each holding account listed in Schedule 4 to the Debenture,

"Insurance Policy" means any contract or policy of insurance of the Chargor (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest at any time

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)

"Mandatory Prepayment Account" has the meaning given to it in the Facility Agreement and includes each mandatory prepayment account listed in Schedule 4 to the Debenture

"Occupational Lease" means any occupational lease or licence or right to occupy to which any of the properties listed in Schedule 2 (*Registered Land to be Mortgaged*) may be subject from time to time

"Original Chargors" means each and all of the following companies Hansteen Industrial Estates Limited (CRN 07813927), Spencer Industrial Estates Limited (CRN 00825098), Spencer Office Parks Limited (CRN 04453159), Spencer Trade Counters Limited (CRN 04839441), and Omega Business Park Limited (CRN 05360848)

"Permitted Security" has the meaning given to that term in the Facility Agreement

"Rent Security Account" has the meaning given to it in the Facility Agreement and includes each rent account listed in Schedule 4 to the Debenture

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Chargor to all or any of the Finance Parties under each or any of the Finance Documents, in each case together with

- (a) all costs, charges and expenses incurred by any Finance Party in connection with the protection, preservation or enforcement of its rights under any Finance Document, and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

"Security" is defined in the Facility Agreement as a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Agent" means Lloyds TSB Bank plc as security agent and trustee for the Finance Parties

"Specified Investments" means, in relation to a Chargor, all Investments which at any time

- (a) represent a holding in a Subsidiary of such Chargor or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Act "30 per cent or more" were substituted for "a majority",
- (b) are held in the name of the Security Agent or its nominee or to its order, or
- (c) that Chargor has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee

"Subsidiary" has the meaning given to that term in the Facility Agreement

Appendix 1 – Registered Land to be Mortgaged

Properties to be charged by the Company

Pinnacle Point, Ellesmere Port	66	Land and buildings on the south side of Meadow Lane, Ellesmere Port	CH46982 6	Freehold
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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

N/A

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

Hogan Lovells International LLP

X

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

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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 MC/ZA/TBSM

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 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:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] 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 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5360848
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 21
DECEMBER 2011 AND CREATED BY OMEGA BUSINESS PARK
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH CHARGOR TO ALL OR ANY OF THE FINANCE
PARTIES 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
23 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JANUARY 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DV