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MG01

Particulars of a mortgage or charge



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
particulars of a charge for
company. To do this, please
use form MG01s

THURSDAY



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01/03/2012

#74

COMPANIES HOUSE

For official use

1

Company details

Company number 0 6 8 9 0 7 9 5

Company name in full Ovo Energy Limited

→ 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 d 2 d 9 m 0 m 2 y 2 y 0 y 1 y 2

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 29 February 2012 made between (1) Ovo Energy Limited; (2) Ovo Electricity Limited and (3) Ovo Gas Limited (as "Chargors", each a "Chargor"), and (4) HSBC Bank Plc (as "Lender") (the "Debenture")

4

Amount secured

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

Amount secured

All present and future indebtedness, moneys, obligations and liabilities of each Borrower and each Chargor to the Lender, in whatever currency denominated, whether actual or contingent, whether owed jointly or severally or as principal or as surety or in some other capacity and whether or not the Lender was an original party to the relevant transaction and in whatever name or style, including all interest, discount, commission and fees for which any of them may be or become liable to the Lender, together with all Expenses and all interest under Clause 2.2 (*Interest*) of the Debenture (the "**Secured Liabilities**")

For capitalised terms used but not otherwise defined in the Form MG01, please see continuation pages 1 and 2 to this Form MG01

Continuation page

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

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Particulars of a mortgage or charge

4	Amount secured	1
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>In this Form MG01 the following expressions shall have the following meanings</p> <p>"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration</p> <p>"Borrowers" means the following companies incorporated and registered in England whose registered office is Wellington House, Kemble Enterprise Park, Kemble, Cirencester, Gloucestershire, GL7 6BQ Ovo Energy Limited with company number 06890795, Ovo Electricity Limited with company number 06858121 and Ovo Gas Limited with company number 06752915, and "Borrower" means any of them</p> <p>"Charged Property": means all the assets of each Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Lender by or pursuant to the Debenture</p> <p>"Delegate" means any person appointed by the Lender or any Receiver pursuant to Clauses 13 2 to 13 4 (<i>Delegation</i>) of the Debenture and any person appointed as attorney of the Lender and/or any Receiver or Delegate</p> <p>"Expenses" means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Lender or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting the Debenture or in protecting, preserving, defending or enforcing the security constituted by the Debenture or in exercising any rights, powers or remedies provided by or pursuant to the Debenture (including any right or power to make payments on behalf of any Chargor under the terms of the Debenture) or by law in each case on a full indemnity basis</p> <p>"Insurances" means all of the contracts and policies of insurance or assurance (including, without limitation, life policies and the proceeds of them) from time to time taken out by or for the benefit of any Chargor or in which any Chargor from time to time has an interest, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy</p> <p>"Intellectual Property" means</p> <ul style="list-style-type: none"> (a) all patents, trademarks, service marks, designs, business names, design rights, moral rights, inventions and all other registered or unregistered intellectual property rights, (b) all copyrights (including rights in software), database rights, domain names, source codes, brand names and all other similar registered or unregistered intellectual property rights, (c) all applications for intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from intellectual property rights, including royalties, fees, profit sharing agreements and income from licences, (d) all know-how, confidential information and trade secrets, and 	

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Particulars of a mortgage or charge

4	Amount secured	2
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(e) all physical material in which any intellectual property might be incorporated,</p> <p>"Mortgaged Property" means any freehold, commonhold or leasehold property the subject of the security constituted by the Debenture and references to any "Mortgaged Property" shall include references to the whole or any part or parts of it</p> <p>"Permitted Security" means any Security ranking ahead of the Security created under the Debenture that is created under the terms of</p> <p>(i) a fixed charge dated 9 March 2011 made between Ovo Energy Ltd and Technical & General Guarantee Company S A ,</p> <p>(ii) a charge over cash sum dated 9 March 2011 made between Ovo Energy Ltd and Technical & General Guarantee Company S A ,</p> <p>(iii) a floating charge dated 9 March 2011 made between Ovo Energy Ltd and Technical & General Guarantee Company S A , and</p> <p>(iv) any other document or interest to which the Lender has agreed or may after the date of the Debenture have agreed to in writing</p> <p>"Premises" means all buildings and erections from time to time situated on or forming part of any Mortgaged Property,</p> <p>"Receiver" means a receiver, receiver and manager or administrative receiver of the whole or any part or parts of the Charged Property</p> <p>"Related Rights" means, in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise</p> <p>"Securities" means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of any Chargor, together with all property and rights of any Chargor in respect of any account held by or for that Chargor as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere</p> <p>"Security" means 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</p> <p>All of the provisions of clause 1 1 (General Definitions) and clauses 1 2 to 1 9 (Construction) of the Debenture shall apply to this Form MG01 as though they were set out in full except that references to "Deed" therein are to be construed as references to the Debenture or this Form MG01 as the case may be</p>	

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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 HSBC Bank PLC

Address 60 Queen Victoria Street

London

Postcode E C 4 N 4 T R

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

1. Fixed Security

Charges

- 1.1 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charged in favour of the Lender by way of a legal mortgage all of that Chargor's right, title and interest in and to the freehold, commonhold and leasehold property vested in it at the time of the Debenture
- 1.2 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charged in favour of the Lender by way of a fixed charge all of that Chargor's right, title and interest in and to the following assets, both present and future
- 1.2.1) all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged as described in clause 1.1 of this Form MG01 above),
- 1.2.2) all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled,
- 1.2.3) where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;

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Particulars of a mortgage or charge

4	Amount secured	3
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>1. Fixed Security (continued)</p> <p>1 2 4) all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade),</p> <p>1 2 5) all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances,</p> <p>1 2 6) all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;</p> <p>1.2 7) all moneys from time to time deposited in or standing to the credit of any bank account with the Lender or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same)),</p> <p>1 2 8) all Securities and their Related Rights,</p> <p>1 2 9) all of its goodwill and uncalled capital,</p> <p>1 2 10) all Intellectual Property,</p> <p>1 2 11) all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them,</p> <p>1 2 12)</p> <ul style="list-style-type: none"> (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises, (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person; (c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels), and (d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with the Lender or any other person), (e) including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to 	

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Particulars of a mortgage or charge

4

Amount secured

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

4

Amount secured

compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them

2. Floating Charge

2 1) **Creation of Floating Charge** - Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charged in favour of the Lender by way of a floating charge all of its undertaking and all its other property, assets and rights, present and future, including all of its stock in trade and all of its property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 3 (*Fixed Security*) of the Debenture as described in paragraph 1 (*Fixed Security*) of this Form MG01 above

2 2) **Qualifying Floating Charge** - The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 4 1 (*Creation of Floating Charge*) of the Debenture as described in paragraph 2 1 (*Creation of Floating Charge*) of this Form MG01 above.

2 3) **Conversion by Notice** - The Lender may by notice in writing at any time to any Chargor convert the floating charge created pursuant to Clause 4 1 (*Creation of Floating Charge*) of the Debenture with immediate effect into a fixed charge (either generally or specifically as regards any assets of that Chargor specified in the notice) if

2 3 1) the security constituted by the Debenture becomes enforceable, or

2.3 2) the Lender reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process or that it is desirable to do so in order to protect or preserve the security constituted by the Debenture over any of the Charged Property and/or the priority of that security.

2 4) **Automatic Conversion** - Notwithstanding Clause 4 3 (*Conversion by Notice*) of the Debenture and without prejudice to any law which may have a similar effect, each floating charge created by Clause 4 1 (*Creation of Floating Charge*) of the Debenture will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to that floating charge if

2 4 1) any Chargor creates or attempts to create any Security over any of the Charged Property (other than the Permitted Security or as expressly permitted under the Debenture or with the Lender's consent);

2 4 2) any person levies or attempts to levy any distress, execution or other process against any of the Charged Property, or

2 4 3) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of any Chargor or an administrator is appointed in respect of any Chargor

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Particulars of a mortgage or charge

4	Amount secured	5
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>NOTES</p> <p>The Debenture also contains the following provisions</p> <p><i>Negative Pledge</i></p> <p>No Chargor shall create or extend or permit to arise or subsist any Security (other than any Security constituted by this Deed and any Permitted Security) over the whole or any part of the Charged Property other than with the prior written consent of the Lender</p> <p><i>Restriction on Disposals</i></p> <p>Other than any Security constituted by the Debenture and the Permitted Security, no Chargor shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than</p> <p>1 1 1 any disposal of any Charged Property which is subject only to the floating charge created by Clause 4 1 (<i>Creation of Floating Charge</i>) of the Debenture for full consideration in the ordinary and usual course of that Chargor's business as it is presently conducted or as permitted under the Debenture or with the prior consent of the Lender, and</p> <p>1 1 2 any disposal of any Charged Property pursuant to the enforcement of the Permitted Security</p>	

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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

Nil

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 *Allen Came on McKenna LLP* X
1/03/2012

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 KEH/NATY 0Z3407 00483

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000



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 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. 6890795
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 29
FEBRUARY 2012 AND CREATED BY OVO ENERGY LTD FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH BORROWER AND EACH CHARGOR TO HSBC 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 1 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 MARCH 2012

L.C.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES