

MG01

Particulars of a mortgage or charge

48198/13



**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 for a  
company. To do this, please  
use form MG01s

FRIDAY



A20 \*A15B2BTS\* 23/03/2012 #469  
COMPANIES HOUSE

**1 Company details**

Company number 0 7 7 3 1 4 7 8 ✓

Company name in full SF11 Limited ✓

For official use

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

All fields are mandatory unless  
specified or indicated by \*

**2 Date of creation of charge**

Date of creation ✓ d0 d5 m0 m3 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 ✓ Debenture entered into between SF11 Limited (the "Company") and ADI  
Finance Limited (the "Lender")

**4 Amount secured**

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

Amount secured ✓  
10 All moneys now or at any time hereafter becoming  
due or owing by the Company to the Lender, whether  
actual or contingent now existing or hereafter  
incurred by the Company to the Lender (whether due  
owing or incurred by the Company alone or jointly  
with any other person and whether as principal or  
surety or in any other capacity, and whether, under  
or in connection with the loan note between the  
Chargor and the Lender dated on or around the date  
of this Debenture, with any other document that may  
be designated a loan note by the Lender (in each  
case as amended, novated, supplemented, extended or  
restated from time to time), or, as applicable, any  
of them (Please see continuation sheet)

**Continuation page**

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

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## Amount secured

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

Amount secured

or this Debenture or otherwise, together with all interest (including, without limitation, default interest) accruing in respect of those monies or obligations) and all other legal and other costs, charges and expenses howsoever incurred by the Lender in connection therewith.

**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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	ADI Finance Limited	
Address	Nerine Chambers, PO Box 905 Quastisky Building	
	3rd Floor, Tortola, British Virgin Islands	
Postcode		
Name		
Address		
Postcode		

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

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>1 Definitions</p> <p>"Charged Property" means all the property assets and income of the Company mortgaged assigned or charged to the Lender (whether by way of legal mortgage assignment fixed or floating charge) by or pursuant to the Debenture and each and every part thereof,</p> <p>"Security Documents" (each a "Security Document") means, together, the first and second charge mortgages granted by a third party borrower in favour of Spring Finance Limited on behalf of the Company pursuant to a loan facility lent by Spring Finance Limited on behalf of the Company and any other charge, debenture, guarantee or other security of any kind granted in favour of Spring Finance Limited as security for the relevant loan facility agreement, or, as applicable, any of them,</p> <p>"Secured Property" means all property, assets, rights, titles and interests that may now or hereafter be given, mortgaged, charged or assigned in favour of Spring Finance Limited by or pursuant to a Security Document and the proceeds of such security,</p> <p>"Designated Account" means the Company's account with Barclays Bank Plc, held in the name of Spring Finance Limited (SPRING FIN COLL2) for the benefit of the Company, or such other account as the Lender may from time to time specify for the purposes of the Debenture.</p> <p>2 The Company with full title guarantee hereby charges as continuing security for the payment of the amount secured in section 4 in favour of the Lender</p> <p>(Please see continuation sheet)</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 1 by way of fixed charge all estates or interests in any freehold, leasehold and other immoveable property now or at any time during the continuance of this security belonging to the Company and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties now or hereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Company and the proceeds of sale thereof,
- 2 2 by way of fixed charge all licenses, consents and authorisations (statutory or otherwise) held or required in connection with the Chargor's business or the use of any Charged Property, and all rights in connection with them,
- 2 3 by way of fixed charge all plant machinery tools vehicles furniture fittings installations computers and office and other equipment owned by the Company both present and future for the time being owned by the Company,
- 2 4 by way of fixed charge all present and future book and other debts and monetary claims now or at any time hereafter due or owing to the Company and all moneys which the Company receives in respect thereof together with all rights relating thereto including any security and remedies therefor,
- 2 5 by way of fixed charge all stocks shares debentures bonds notes loan capital and all rights to subscribe for redeem convert other Investments into or otherwise acquire any of the same which may now or hereafter belong to the Company together with all dividends interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing,
- 2.6 by way of fixed charge the goodwill of the Company and its uncalled capital now or at any time hereafter in existence;
- 2.7 by way of fixed charge all copyrights patents patent applications licences trade marks tradenames know-how and inventions or other rights of every kind deriving therefrom now or at any time hereafter belonging to the Company and all fees royalties and other rights of every kind deriving from such copyrights patents trade marks tradenames know-how and inventions,
- 2.8 by way of assignment the Company's interest in every insurance policy effected in respect of (and including income from) the Charged Property other than third party and public liability policies and all moneys or proceeds paid or payable to the Company under or in respect of the same subject to re-assignment on irrevocable discharge of the Amount Secured,
- 2 9 by way of assignment all the Company's interests ( including all

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

income and proceeds therefrom) in the Facility Agreements, Secured Property and Security Documents; and

2.10 by way of floating charge the whole of the Company's undertaking and all its property, assets and rights, whatsoever and wheresoever present and future other than any property or assets from time to time or for the time being effectively mortgaged assigned or charged to the Lender by way of fixed charge by this Clause 2, to include the Designated Account (hereinafter collectively referred to as the "Floating Charge Property")

3 The security constituted by or pursuant to the Debenture shall be in addition to and shall be independent of every bill note guarantee mortgage pledge or other security which the Lender may at any time hold in respect of any of the amount secured in section 4.

4 Negative Pledge

The Company hereby covenants that without the prior written consent of the Lender it shall not nor shall it agree or purport to

4 1 create or permit to subsist any encumbrance whether in any such case ranking in priority to or *pari passu* with or after the security created by this Debenture; or

4 2 sell, discount factor transfer lease lend or otherwise dispose of whether by means of one or a number of transactions related or not and whether at one time or over a period of time the whole or any part of its undertaking or assets other than Floating Charge Property in the ordinary course of trading by the Company and on arm's length terms.

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### 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

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### 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)


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### Signature

Please sign the form here

Signature

Signature

X 

X

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

CHFP025

03/11 Version 5.0

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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 MN/SPR18/1

Company name Teacher Stern LLP

Address 37-41 Bedford Row

Post town London

County/Region

Postcode W C 1 R 4 J H

Country England

DX 177 Chancery Lane

Telephone +44 (0) 20 7242 3191



### 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)



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

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

**COMPANY NO. 7731478  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 MARCH  
2012 AND CREATED BY SF11 LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
ADI FINANCE LIMITED 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 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 MARCH 2012



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