

MG01

Particulars of a mortgage or charge

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**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**  
You cannot use this form to register  
particulars of a charge on  
company. To do this, please use  
form MG01s

WEDNESDAY



A56 \*A103OHU3\* 19/12/2012 #154  
COMPANIES HOUSE

<b>1 Company details</b>		For official use
Company number	8 3 0 3 7 1 7	<b>→ Filling in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	OSCC (TWO) LTD (the "Borrower")	
<b>2 Date of creation of charge</b>		
Date of creation	d1 d5 m1 m2 y2 y0 y1 y2	
<b>3 Description</b>		
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'		
Description	FIRST RANKING FIXED AND FLOATING CHARGE DEBENTURE (the "Debenture")	
<b>4 Amount secured</b>		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	All monies and liabilities (whether actual or contingent) which are now or may at any time hereafter be due, owing or payable, or expressed to be due, owing, or payable, to the Lender from or by the Borrower (whether alone or with any other person, whether as principal or surety, whether upon any banking account or otherwise) including, but without limitation, monies and liabilities due or becoming due under the Facility Letter or this Deed or by any other loan facility letters entered into between the Borrower and the Lender, together with all interest, costs, commissions, fees and other charges and expenses which the Lender may charge against the Borrower and all legal and other costs, charges and expenses which the Lender may incur in enforcing or obtaining, or attempting to enforce or obtain, payment of .... (contd.)	
		<b>Continuation page</b> 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

... any such monies, liabilities, charges and expenses as are referred to in this definition.

In the Debenture:

"Facility Letter" means the facility letter dated on or around 29 November 2012 from the Lender to the Borrower (including subsequent variations thereof) provided always that any variations dated subsequently to the date of this Deed shall be deemed to be included in the expression the "Facility Letter".

**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	John Chandler (the "Lender")	
Address	14 Cabot Court Worgan Street, London	
Postcode	S E 1 6 7 W 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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>By Clause 3 1 of the Debenture</p> <p>3 1 1 by way of first legal mortgage, the Legally Mortgaged Property,</p> <p>3 1 2 by way of first fixed charge</p> <p>(a) all Real Property now or at any time during the continuance of this security belonging to the Borrower (other than the Legally Mortgaged Property),</p> <p>(b) all plant, machinery and equipment now or hereafter beneficially owned by the Borrower (and not effectively charged by Clause 3 1 1), and its interest in any plant, machinery or equipment now or hereafter in its possession,</p> <p>(c) all Investments now or hereafter beneficially owned by the Borrower, and all dividends, interest and other distributions paid or payable in respect thereof,</p> <p>(d) (to the extent not assigned by way of security under Clause 3 2) all its Rights under or in connection with any contracts, policies of insurance, warranties or indemnities taken out now or hereafter by or on behalf of the Borrower or (to the extent of its interest) in which the Borrower has an interest, and all claims of whatever nature relating thereto, together with all monies payable to the Borrower thereunder and returns of premium in respect thereof,</p> <p>(e) all the present and future goodwill of the Borrower and its uncalled capital now or at any time hereafter in existence, (contd )</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

contd.

- (f) all the present and future Intellectual Property Rights of the Borrower,
- (g) all Book Debts,
- (h) all Lender Balances,
- (i) all Negotiable Instruments, and
- (j) all its Rights under or in connection with all present and future licences held in connection with the business of the Borrower or the use of any Charged Asset (but excluding any such licence which requires the consent of the licensor for the creation of this Charge and in respect of which such consent has not been obtained), and the right to recover and receive all compensation which might be payable to it in respect of such licences, and

3 1 3 by way of first floating charge, all its Assets, including Assets expressed to be charged by Clauses 3 1 1 and 3 1 2 Paragraph 14 of Schedule B1 to the Insolvency Act (incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to any floating charge created pursuant to this Deed "

#### By Clause 3.2 of the Debenture.

"The Borrower, with full title guarantee and as continuing security for the payment and discharge of all Secured Sums, hereby assigns and agrees to assign by way of security to the Lender all its Rights under or in connection with any contracts, hire purchase agreements, asset finance leases, policies of insurance, warranties or indemnities taken out now or hereafter by or on behalf of the Borrower or (to the extent of its interest) in which the Borrower has an interest, and all claims of whatever nature relating thereto, together with all monies payable to the Borrower thereunder and returns of premium in respect thereof "

#### By Clause 3.3 of the Debenture:

"The floating Charge created by Clause 3 1 3 shall rank behind all the fixed Charges created by or pursuant to this Deed but shall rank in priority to any other Security hereafter created by the Borrower except for Security permitted by Clause 4 1 and except for Security ranking in priority in accordance with Clause 14 1 5 " **[Note: There is no 14.1 5]**

#### By Clause 4.1 of the Debenture:

"The Borrower shall not, without the prior written consent of the Lender, create or permit to subsist any Security on, over or with respect to any of its Assets except for

4 1 1 the Charges, or

4 1 2 liens arising solely by operation of law in the ordinary course of the Borrower's business

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

Please give the short particulars of the property mortgaged or charged

Short particulars

**By Clause 4.2 of the Debenture:**

"The Borrower shall not, without the prior written consent of the Lender, sell, transfer, assign, lease or hire out, factor, discount, licence, lend, part with its interest in or otherwise dispose of any of its Assets or permit the same to occur, or agree to do any of the foregoing PROVIDED THAT, until

4 1 1 the floating Charge created by Clause 3 1 3 is converted into a fixed Charge, or

4 1 2 the Charges become enforceable and the Lender takes any step to enforce the Charges or gives notice to the Borrower that this exception is no longer to apply,

the Borrower may hold, enjoy and deal in the ordinary course of its business with those of its Assets which are at the relevant time not expressed to be subject to a fixed Charge "

**By Clause 1.1 of the Debenture, the following are defined terms**

"**Assets**" means business, undertaking, property, rents, assets, revenues, Rights and uncalled capital, present and future, and any interest therein,

"**Book Debts**" means all book and other debts of any nature whatsoever now or hereafter due or owing to the Borrower (including, but without limitation, the benefit of all amounts due or owing from any government or governmental agency, whether by way of repayment or refund in respect of any Tax or otherwise, but excluding all monies now or hereafter standing to the credit of any account now or hereafter held by the Borrower with any bank), and the benefit of (including the proceeds of all claims under) all Rights, Securities, guarantees, indemnities, letters of credit and insurances of any nature whatsoever now or hereafter enjoyed or held by the Borrower in relation thereto,

"**Charged Assets**" means Assets from time to time subject, or expressed to be subject, to the Charges, and, where the context so admits, each of them and any part thereof and the proceeds of the disposal of the same and all rights, title and interest in and to the same,

"**Charges**" means all or any of the Security created, or which may at any time be created, by or pursuant to this Deed,

"**Debentures**" include debenture stock, loan stock, bonds, notes and certificates of deposit,

"**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world,

"**Investments**" means

(i) shares, stock and Debentures, and

(ii) warrants, options or other Rights to subscribe, purchase, call for delivery of or otherwise acquire shares, stock or Debentures, and

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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

(iii) units in a Unit Trust Scheme,

**"Legally Mortgaged Property"** means the properties (if any) described in Schedule 1 to this Deed and any estate or interest therein, and any reference to "Legally Mortgaged Property" is a reference to the whole or any part or parts of the same and includes a reference to all Rights from time to time attached or appurtenant thereto and all buildings and Fixtures from time to time therein or thereon,

**"Lender Balances"** means all monies (including interest) now or hereafter standing to the credit of any account now or hereafter held by the Borrower with any bank, including the Lender, and the debts represented by such monies,

**"Negotiable Instruments"** means all bills of exchange, promissory notes and other negotiable instruments of any description beneficially owned now or hereafter by the Borrower (but excluding any Debentures),

**"Real Property"** means freehold or leasehold property (whether registered or unregistered) in England and Wales and any other land or buildings anywhere in the world, and any estate or interest therein, and any reference to "Real Property" includes a reference to all Rights from time to time attached or appurtenant thereto and all buildings and Fixtures from time to time therein or thereon,

**"Rights"** means rights, benefits, liens, powers, privileges, authorities, discretions, remedies, liberties, easements, quasi-easements and appurtenances (in each case, of any nature whatsoever),

**"Secured Sums"** means all monies and liabilities (whether actual or contingent) which are now or may at any time hereafter be due, owing or payable, or expressed to be due, owing or payable, to the Lender from or by the Borrower (whether alone or with any other person, whether as principal or surety, whether upon any banking account or otherwise) including, but without limitation, monies and liabilities due or becoming due under the Facility Letter or this Deed or any other loan facility letters entered into between the Borrower and the Lender, together with all interest, costs, commissions, fees and other charges and expenses which the Lender may charge against the Borrower and all legal and other costs, charges and expenses which the Lender may incur in enforcing or obtaining, or attempting to enforce or obtain, payment of any such monies, liabilities, charges and expenses as are referred to in this definition,

**"Security"** includes any mortgage, fixed or floating charge, encumbrance, lien, pledge, hypothecation, assignment by way of security, or title retention arrangement (other than in respect of goods purchased in the ordinary course of trading), and any agreement or arrangement having substantially the same economic or financial effect as any of the foregoing (including any "hold back" or "flawed asset" arrangement),

**"Unit Trust Scheme"** has the meaning given to that expression by section 75(8) of the Financial Services Act 1986,

"

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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



X

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 John Chandler

Company name SGH Martineau LLP

Address 1 America Square

Crosswall

Post town London

County/Region

Postcode E C 3 N 2 S G

Country

DX 700 London City

Telephone 0207 264 4444



### 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. 8303717  
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FIRST RANKING FIXED AND  
FLOATING CHARGE DEBENTURE DATED 15 DECEMBER 2012  
AND CREATED BY OSCC (TWO) LTD FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
JOHN CHANDLER 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 19 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 DECEMBER  
2012

Rp



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES