

MG01

039691/13

BLUEPRINT

OneWorld

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 to register
particulars of a charge for a Scottish
company To do this, please use
form MG01s

SAT WEDNESDAY



RCS
30/01/2013
COMPANIES HOUSE
#122
"R215Y8Y1"
A33
26/01/2013
COMPANIES HOUSE
#4
"A20U6GM3"

1 Company details

Company number 0 8 1 8 8 7 0 6

Company name in full ABC Alpha Business Centres UK Limited

2

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 3 0 0 9 2 0 1 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 (the "Debenture")

4 Amount secured

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

Amount secured All moneys which are now or at any time hereafter shall have become
due or owing by the Company to any or all of the Secured Parties
pursuant to the terms of the Corporate Bond II Instrument or pursuant
to clause 2 of the Debenture (the "Secured Liabilities") made between
(1) the Company and (2) Brian Thorogood (the "Trustee") as security
trustee for the Secured Parties

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

Name Brian Thorogood

Address Beeshive, 87 Weston Road, Olney, Buckinghamshire

Postcode

Name

Address

Postcode

Continuation page

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

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 1 The Company with full title guarantee hereby charges to the Trustee (as security trustee for the Secured Parties) as a continuing security for the payment or discharge of the Secured Liabilities -

1 1 1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in Schedule 1 together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property,

1 1 2 by way of fixed charge -

(a) all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of clause 1 1 1 above) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property,

(b) all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture,

(c) all present and future plant and machinery not otherwise charged under clause 1 1 and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress),

(d) all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them,

(e) all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts,

(f) all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world, continued

MG01 - continuation page

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>(g) all the Company's goodwill and uncalled capital for the time being,</p> <p>(h) all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 1 1 2(e)),</p> <p>(i) all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest),</p> <p>1 1 3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by clause 1 1, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 1 1 2)</p> <p>1 2 The Company with full title guarantee hereby assigns in favour of the Trustee (as security trustee for the Secured Parties) (subject to the right of the Company to redeem such assignment upon payment or discharge in full of the Secured Liabilities)</p> <p>1 2 1 all the right, title and interest of the Company,</p> <p>1 2 2 (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provision of the Debenture</p> <p>1 3 To the extent that any such right, title and interest as is referred to in clause 1 2 is not assignable or capable of assignment, the assignment thereof purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive therefrom or be awarded or entitled to in respect thereof, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities</p> <p>1 4 Any mortgage, fixed charge or other fixed security created by the Company in favour of the Trustee shall have priority over the floating charge created by the Debenture, except insofar as the Trustee shall declare otherwise whether at or after the time of creation of such fixed security</p> <p>1 5 The Trustee may at any time, by notice to the Company, immediately convert the floating charge created under sub-clause 1 1 3 into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from the Trustee, automatically be converted with immediate effect into a fixed charge -</p> <p>1 5 1 in respect of any Assets which become subject to a fixed charge in favour of any other person,</p> <p>1 5 2 in respect of all the Assets charged under sub-clause 1 1 3 if and when the Company ceases to carry on business or to be a going concern, and</p> <p>1 5 3 in respect of all the Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company</p> <p>1 6 Sub-clause 1 5 will not apply to any Assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion</p> <p>1 7 The Company will not without the previous written consent of the Trustee -</p> <p>1 7 1 create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on all or any of its Assets, or</p> <p>Continued</p>


MG01 - continuation page

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>1 7 2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than any Assets the subject of a floating charge (but not any fixed charge or mortgage) on arms length terms in the ordinary course of trading), or</p> <p>1 7 3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset</p> <p>Definitions</p> <p>"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company</p> <p>"Corporate Bonds II" means the £10,000,000 8 32% Secured Corporate Bonds II of the Company</p> <p>"Corporate Bond II Instrument" means the instrument constituting the Corporate Bonds II dated on or about the date of the Debenture</p> <p>"Secured Parties" means the holders of Corporate Bonds II from time to time</p>

MG01

Particulars of a mortgage or charge

<p>7</p> <p>Commission allowance or discount</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
<p>8</p>	<p>Delivery of instrument</p> <p>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)</p> <p>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)</p>	
<p>9</p> <p>Signature</p>	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

MG01

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 **CoSec Team**

Company name **EMW**

Address **Seebeck House, 1 Seebeck Place,
Knowlhill**

Post town **Milton Keynes**

County/Region **Buckinghamshire**

Postcode **M K 5 8 F R**

Country **United Kingdom**

DX **151620 Milton Keynes 18**

Telephone **0845 070 6000**



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 mortgage 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

PROFORMA

Company Number 08188706

Company Name ABC Alpha Business Centres UK Limited

Contact Name/ Organisation EMW Law LLP

Address Seebeck House, Seebeck Place, Knowlhill, Milton Keynes, MK5 8FR

Presenters authorisation code 100550

- **The following details will need to be added, amended or deleted to the Form MG01/LL MG01/MG01s/LL MG01s/OS MG01/MG09/LL MG09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of Creation of Charge ☒

Description ☐

Amount Secured ☐

Mortgagee(s) or person(s) entitled to the charge ☐

Short particulars of all the property mortgaged or charged ☐

Date charge presented (applies to MG09/LL MG09) ☐

Date of execution (applies to MG09/LL MG09) ☐

Date and parties to the charge (applies to MG09/LL MG09) ☐

Jurisdiction (applies to MG09/LL MG09) ☐

Floating charge statement (applies to MG01s/LLMG01s/OSMG01) ☐

- **The following details will need to be added, amended or deleted to the Form MG06/LL MG06/MG06s/LL MG06s**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of creation of charge	<input type="checkbox"/>
Description	<input type="checkbox"/>
Date of acquisition	<input type="checkbox"/>
Amount secured	<input type="checkbox"/>
Mortgagee(s) or person(s) entitled to the charge	<input type="checkbox"/>
Short particulars of all the property Mortgaged or charged	<input type="checkbox"/>

- **The following details will need to be added, amended or deleted to the Form MG07/MG07s/LLMG07/LLMG07s/OSMG04**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of covering deed	<input type="checkbox"/>
Total amount secured	<input type="checkbox"/>
Date of present issue	<input type="checkbox"/>
Amount of present issue	<input type="checkbox"/>
Date of resolution	<input type="checkbox"/>
Name of Trustee(s)	<input type="checkbox"/>
General description of property	<input type="checkbox"/>
Floating charge statement (applies to MG07s/LLMG07s/OSMG04)	<input type="checkbox"/>

(Please give the instructions in the box below)

Please amend the date on the form MG01 to 15 January 2013 which mirrors the Debenture submitted with the form MG01.

Many thanks.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 8188706
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 15 JANUARY
2013 AND CREATED BY ABC ALPHA BUSINESS CENTRES UK
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO ANY OR ALL OF THE SECURED
PARTIES 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 30 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 JANUARY
2013

D.X



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**