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**MG01**

Particulars of a mortgage or charge



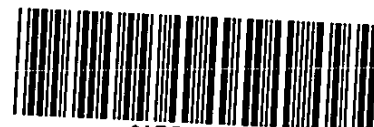
**A fee is payable with this form.**

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

X **What this form is NOT for**  
You cannot use this form to register  
particulars of a charge for  
company. To do this, please use  
form MG01s

THURSDAY



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\*AEOJJZW9\*

08/12/2011

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COMPANIES HOUSE

H

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

All fields are mandatory unless  
specified or indicated by \*

**1 Company details**

Company number 0 2 8 2 3 8 3 1

Company name in full EPI Service Limited (the **Company**)

**2 Date of creation of charge**

Date of creation d2 d4 m1 m1 y2 y0 y1 y1

**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 Deed of debenture made between (1) the Company and (2) Downing Corporate Finance Limited as  
security agent and trustee for itself and the other Noteholders (the **Mortgagee**) dated 24 November  
2011 (the **Debenture**)

(See continuation sheets for definitions)

**4 Amount secured**

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

Amount secured 1 All obligations and liabilities of the Company to the Noteholders of  
any kind in respect of the Loan Notes (whether present or future,  
actual or contingent), and  
2 The Expenses together with Interest thereon from the date on  
which demand was served on the Company (together the  
**Obligations**)

**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

**Continuation page**

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

Name Downing Corporate Finance Limited

Address 10 Lower Grosvenor Place

London

Postcode S W 1 W 0 E N

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

**Security**

The Company -

1 charged to the Mortgagee by way of legal mortgage all the Property now vested in or charged to the Company including the property specified in the Schedule

2 charged to the Mortgagee by way of fixed charge

2 1 all estates and interests in any other Property now and in the future vested in or charged to the Company,

2 2 all rights and interests in and claims under all policies of insurance and assurance now or in the future held, to be held or insuring to the Company's benefit and all rights and claims to which the Company is now or may in the future be entitled under any contracts,

2 3 all the plant, machinery, fixtures, fittings, vehicles, computers and equipment now and in the future belonging to the Company and assigns all right, title and interest of the Company under any agreements (present or future) relating to the purchase, lease or hire purchase of the same, subject to reassignment on redemption,

2 4 all the goodwill and uncalled capital of the Company present and future,

2 5 all shares, stock and other securities (whether certificated or uncertificated, represented as units or balance in an account within any clearing or settlement system) now and in the future belonging to the Company,

2 6 all intellectual property rights now and in the future belonging to the Company, and

2 7 all present and future bank accounts, cash at bank and credit balances of the Company with the Mortgagee, any bank or any other person and all rights relating to or attaching to them

(See attached continuation sheets)

# MG01 - continuation page

## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>3 assigned to the Mortgagee the benefit of all covenants, rights, claims and guarantees relating to the Company's present and future Property or that Property's construction, use or title and the benefits of all easements serving or relating to such property, subject to reassignment on redemption</p> <p>4 charged to the Mortgagee by way of floating charge all the undertaking and all property, assets and rights of the Company present and future wherever situate not from time to time subject to a mortgage, fixed charge or assignment under this deed</p> <p><b>Negative Pledge</b></p> <p>The Company shall not, without the Mortgagee's prior written consent -</p> <ol style="list-style-type: none"> <li>1 create or permit to arise or continue any Encumbrance affecting the Charged Property or increase or extend any liability of the Company secured on any of the Charged Property,</li> <li>2 dispose of the Charged Property that has been charged by way of legal mortgage or fixed charge (save for sales of its stock in trade at not less than market value and the use of cash in the acquisition of goods and services in either case in the ordinary course of its trading business) or, following crystallisation of the floating charge, the Charged Property charged by the floating charge,</li> <li>3 dispose of the Charged Property charged by by way of floating charge other than in the ordinary course of, and for the purposes of, carrying on its business while the floating charge remains uncrystallised, or</li> <li>4 grant or accept a surrender of any Lease, or part with or share possession or occupation of, its Property nor vary any Lease or reduce any sum payable under any such Lease nor enter into any onerous or restrictive obligations affecting its Property</li> </ol> <p><b>Further Assurance</b></p> <p>The Company will at its own cost at the Mortgagee's or any Receiver's request execute any deed or document and take any action required by the Mortgagee or any Receiver to perfect or protect this security or its priority or further secure on the Charged Property the Obligations or for facilitating the realisation of the Charged Property or the exercise of any rights or powers of the Mortgagee or any receiver or for establishing the nature and extent of the Charged Property</p> <p><b>Definitions</b></p> <p><b>Administrator</b> means an administrator appointed under the Insolvency Act 1986,</p> <p><b>Charged Property</b> means the assets and undertaking charged or assigned by the Debenture,</p> <p><b>Encumbrance</b> means includes any mortgae, charge (fixed or floating), pledge, lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority,</p> <p><b>Expenses</b> means (a) all expenses (on a full indemnity basis) incurred by an Administrator of the Company in carrying out his statutory functions and that Administrator's remuneration, and (b) all expenses (on a full indemnity basis) including legal and valuation fees, from time to time paid or incurred by the Mortgagee or any Receiver at any time in connection with the Charged Property or the Obligations or in taking, perfecting or enforcing this deed or in exercising any right or power under this deed or otherwise together with VAT upon such expenses where appropriate and Interest from the date they are incurred,</p> <p><b>Interest</b> means interest at the rate of 10% per annum above the base rate at Barclays Bank plc,</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

**Lease** means any letting, underlease or sub-lease and any tenancy, licence or other agreement for possession or occupation,

**Loan Notes** means the £650,000 secured loans notes 2013 created by the Company,

**Property** means any freehold and/or leasehold land and buildings from time to time owned or occupied by the Company,

**Noteholders** means the registered holders for the time being of the Loan Notes,

**Receiver** means any person appointed as receiver, administrative receiver, manager or receiver and manager

#### The Schedule

1 Freehold property known as Unit 5, Witan Park, Avenue Two, Station Lane, Witney, Oxfordshire OX28 4FH being land registered at the Land Registry with absolute title under Title No ON192470

2 Freehold property known as Unit 6, Witan Park, Avenue Two, Station Lane, Witney, Oxfordshire OX28 4FH being land registered at the Land Registry with absolute title under Title No ON128579

# MG01

## 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 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 TLT LLP

X

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

# 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 Rob Russell-Smith

Company name TLT LLP

Address One Redcliff Street

Post town Bristol

County/Region

Postcode B S 1 6 T P

Country

DX 7815 Bristol

Telephone 0117 917 7777



### 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. 2823831  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF DEBENTURE DATED 24  
NOVEMBER 2011 AND CREATED BY EPI SERVICE LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO THE NOTEHOLDERS 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 8 DECEMBER  
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 DECEMBER  
2011

*Oe*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES