



Registration of a Charge

Company Name: **OHC LONDON HOLDINGS LIMITED**

Company Number: **07568978**



Received for filing in Electronic Format on the: **04/11/2021**

XAGKU49

Details of Charge

Date of creation: **28/10/2021**

Charge code: **0756 8978 0005**

Persons entitled: **BMO HARRIS BANK N.A IN ITS CAPACITY AS AGENT**

Brief description: **NOT APPLICABLE**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SIMMONS & SIMMONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7568978

Charge code: 0756 8978 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th October 2021 and created by OHC LONDON HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th November 2021 .

Given at Companies House, Cardiff on 5th November 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

THIS DEED is dated

28 October 2021

and made

BETWEEN:

- (1) **OHC LONDON HOLDINGS LIMITED** (registered number 07568978) (the "Chargor"); and
- (2) **BMO HARRIS BANK N.A.** as administrative agent (in such capacity, together with its permitted assigns, the "Agent" for the Lenders, the L/C Issuers and each other Secured Party (as defined in the Security Agreement (as defined below))).

BACKGROUND:

- (A) The Chargor has entered into (i) a security agreement dated 16 November 2018 between, amongst others, the Chargor and the Agent (the "Security Agreement") and (ii) a supplemental security agreement dated 10 September 2021 between the Chargor and the Agent.
- (B) The Chargor has agreed to enter into this Deed pursuant to the Security Agreement, to create Transaction Security for the payment of all the UK Obligations under the credit agreement originally dated 16 February 2018 (as amended by (i) an increase request and first amendment dated 16 November 2018, (ii) a second amendment dated 18 April 2019, (iii) an increase request and third amendment dated 1 November 2019 and (iv) an increase request and fourth amendment dated 28 July 2021) and made between, amongst others, Peloton Echelon LLC, OH PE Holdings Limited and the Agent.
- (C) It is intended that this document takes effect as a deed even though a Party may only execute it under hand.

IT IS AGREED as follows:

1. **Interpretation**

1.1 **Definitions**

Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed.

1.2 **Construction**

The other provisions of Clause 1.2 (*Construction*) of the Security Agreement apply to this Deed as if set out in full in this Deed with all necessary changes.

1.3 **Designation**

This Deed is a UK Collateral Document.

2. **Creation of Security**

2.1 **Liens generally**

Each of the Liens created, or expressed to be created, under this Deed:

EXECUTION VERSION

- (A) is created in favour of the Agent;
- (B) is created over the present and future assets of the Chargor;
- (C) is security for the payment of all the Secured Liabilities; and
- (D) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.2 Contracts

- (A) The Chargor assigns absolutely (subject to a proviso for reassignment on redemption) to the Agent all of its rights in, to and under all the agreements or documents specified in the Schedule to this Deed (*Assigned Contracts*), excluding any agreement or document which constitutes Excluded Property.
- (B) To the extent that any such right described in Clause 2.2(A) is not capable of assignment, the assignment of that right purported to be effected by Clause 2.2(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (C) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under Clauses 2.2(A) and 2.2(B), the Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party, excluding any agreement or document which constitutes Excluded Property.
- (D) If the Chargor assigns an agreement or document under this Deed (or charges it by way of a fixed charge) and the assignment or charge breaches a term of that agreement or document because a third party's consent has not been obtained:
 - (1) the Chargor shall promptly notify the Agent;
 - (2) the assignment or charge will not take effect until that consent is obtained;
 - (3) unless the Agent otherwise requires, the Chargor shall use all reasonable endeavours to obtain the consent as soon as reasonably practicable; and
 - (4) the Chargor shall promptly supply to the Agent a copy of the consent obtained by it.

2.3 Insurances

- (A) The Chargor assigns absolutely (subject to a proviso for reassignment on redemption) to the Agent:
 - (1) all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest; and
 - (2) all moneys payable and all moneys paid to it under or in respect of all such contracts and policies of insurance,

in each case, excluding any Excluded Property.

- (B) To the extent that they are not effectively assigned under Clause 2.3(A), the Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.

3. **Restrictions on Dealing**

3.1 **Negative pledge**

The Chargor shall not create or permit to subsist any Liens over any Charged Property, nor do anything prohibited by Section 5.1 (*Limitation on Liens*) of the Credit Agreement, except as permitted or not prohibited by the Credit Agreement.

3.2 **Disposals**

The Chargor shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Charged Property except as permitted or not prohibited by the Credit Agreement.

4. **Miscellaneous**

With effect from the date of this Deed:

- (A) the Security Agreement and this Deed shall be read and construed together as one deed; and
- (B) any reference in the Security Agreement to this Deed and similar phrases shall include this Deed and all references in the Security Agreement to a Schedule to that Deed (or any part of it) will include a reference to the Schedule to this Deed (or relevant part of it).

5. **Governing law**

This Deed and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE**ASSIGNED CONTRACTS**

Date	Description	Parties
17 September 2021	Share purchase agreement relating to the purchase of the entire issued share capital of Ark.Agency Limited	Dominic John Marchant; Seda Marchant; Louis Joachim Joubert; Nicola Claire King and Zsofia Kopetka (as Sellers) and OHC London Holdings Limited (as Buyer)
17 September 2021	Share purchase agreement relating to the purchase of the entire issued share capital of Ark Comms.Agency Limited	Dominic John Marchant; Seda Marchant; Louis Joachim Joubert; Nicola Claire King; Zsofia Kopetka; Oliver Zero Yanos Childs and Jennifer Ann Childs (as Sellers) and OHC London Holdings Limited (as Buyer)

EXECUTION VERSION

EXECUTION PAGE TO SUPPLEMENTAL SECURITY AGREEMENT

The Chargor

EXECUTED as a DEED by)
OHC London Holdings Limited)
acting by)
and)

Director:

Director/Secretary:

The Agent

BMO Harris Bank N.A.

By:

EXECUTION VERSION

EXECUTION PAGE TO SUPPLEMENTAL SECURITY AGREEMENT

The Chargor

EXECUTED as a DEED by
OHC London Holdings Limited
acting by
and

[Redacted Signature]

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)
)

Director:

Director/Secretary:

The Agent

BMO Harris Bank N.A.

By:

EXECUTION VERSION

EXECUTION PAGE TO SUPPLEMENTAL SECURITY AGREEMENT

The Chargor

EXECUTED as a DEED by)
OHC London Holdings Limited)
acting by)
and)

Director:

Director/Secretary:

The Agent

BMO Harris Bank N.A.

By:



Zachary M Evett
Director