

MG01

Particulars of a mortgage or charge

100983/104



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



A17 *A109X01U* 21/12/2012 #225
COMPANIES HOUSE

1	Company details	13 For official use
Company number	0 2 3 1 7 8 6 7	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Fairgate Investments Limited (the "Chargor")	

2	Date of creation of charge
Date of creation	d1 d2 m1 m2 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	A legal charge dated 12 December 2012 granted by the Chargor in favour of Barclays Bank Plc (the "Charge")

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	As specified in the continuation pages to this form
	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 Barclays Bank Plc (as Security Agent)

Address 1 Churchill Place

London

Postcode E 1 4 5 H P

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

As specified in the continuation pages to this form

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 Nil

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 *Everthedup*

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 Sheena Wells

Company name Eversheds LLP

Address One Wood Street

Post town London

County/Region

Postcode E C 2 V 7 W S

Country

DX DX 154280 Cheapside 8

Telephone 0845 497 9797



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 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

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

The amount secured by the Charge is all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor and each grantor of Security to the Secured Parties (or any of them) under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities (the "**Secured Obligations**").

Capitalised terms used in this form are defined in the Appendix to this form.

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

1. SECURITY

1.1 Mortgage and charges

The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges in favour of the Security Agent the following assets:

1.1.1 First legal mortgage on the Property - by way of first legal mortgage, the Property;

1.1.2 First fixed charge on the Property - to the extent that the Property is not subject to a valid legal mortgage pursuant to Clause 3.1.1 of the Charge (as set out in paragraph 1.1 above), by way of first fixed charge, such Property,

1.1.3 First fixed charges in respect of Rental Income - to the extent that such Rental Income is incapable for any reason of being effectively assigned pursuant to Clauses 3.2.2 or Clause 3.2.3 respectively of the Charge (as set out in paragraphs 1.2.2 and 1.2.3 below) but is capable of being effectively charged, by way of first fixed charge any Rental Income in respect of the Property and all sums paid or payable and any other consideration given in money or money's worth for the disposal of an interest in all or part of the Property and the right to make demand for and receive the same;

1.1.4 First fixed charge on other interests - to the extent that the Associated Rights (or any part of them) are not capable of being effectively assigned, but are capable of being effectively charged, by way of first fixed charge all Associated Rights of the Chargor in relation to the Property and any other rights, title or interest of the Chargor in the Property;

1.1.5 First fixed charge in respect of plant and machinery located on Property - by way of first fixed charge, all such buildings and other erections or structures, plant and machinery which are, now or in the future, located on the Property and owned by the Chargor, but which, in any such case, (a) are not affixed to, nor form part of, the Property, (b) are not of a kind regularly disposed of in the ordinary course of business and (c) do not form part of the Chargor's stock-in-trade or work-in-progress;

1.1.6 First fixed charges in respect of Authorisations - to the extent that such Authorisations and Derivative Payments are incapable for any reason of being effectively assigned pursuant to Clauses 3.2.2 or 3.2.3 respectively of the Charge (as set out in

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

paragraphs 1 2 2 and 1 2 3 below) but are capable of being effectively charged, by way of first fixed charge, (a) the benefit of all Authorisations held or utilised by the Chargor in connection with the Property and (b) the right to recover and receive all Derivative Payments which may at any time become payable to the Chargor in respect of such Authorisations;

1 1.7 **First fixed charge on goodwill** - by way of first fixed charge, the goodwill of any business at any time carried on by the Chargor from the Property; and

1 1.8 **First fixed charge on Insurance Proceeds** - to the extent that the Insurance Proceeds (or any part of them) are not capable of being effectively assigned, but are capable of being effectively charged, by way of first fixed charge, such Insurance Proceeds.

1.2 **Assignments by way of Security**

As further continuing security for the payment of the Secured Obligations, the Chargor assigns absolutely to the Security Agent all (if any) its rights, title and interest in and to:

1.2.1 **Insurances and Insurance Proceeds** - the Insurances and the benefit of all Insurance Proceeds of the Chargor;

1.2.2 **Associated Rights** - the Associated Rights of the Chargor in relation to the Property,

1.2.3 **Rental Income** - any Rental Income in relation to the Property and all sums paid or payable and any other consideration given in money or money's worth for the disposal of an interest in all or part of the Property and the right to make demand for and receive the same;

1.2.4 **Leases** - any Occupational Lease to which such Chargor is a party in respect of the Property;

1 2 5 **Authorisations** - all Authorisations held or utilised by the Chargor in connection with the Property and the benefit of any Derivative Payment in respect of such Authorisations; and

1.2.6 **Charged Contracts** - the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts.

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

1.3 Continuing security

The provisions of the Charge will apply at all times (a) regardless of the date on which any of the Secured Obligations was incurred and (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding.

1.4 Full title guarantee and implied covenants

All the Security created by the Charge is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

2.1 During the Security Period, the Chargor shall not create, extend, or permit to subsist, any Security over any of the Secured Assets; nor may it, without the prior consent of the Security Agent (save as otherwise permitted pursuant to Clause 15.10 of the Facility Agreement), (a) execute, or agree to grant, vary, or accept any surrender of, any conveyance, transfer, lease, or assignment, or any other right of occupation or use, of the Secured Assets, (b) create any legal or equitable estate, or other interest, in, over, or relating to, the Secured Assets or (c) otherwise dispose of its interest (whether legal or beneficial) in the Secured Assets

2.2 Clause 6.1 of the Charge (as set out in paragraph 2.1 above) does not apply to any Security which is a Permitted Security Interest.

Definitions

Capitalised terms used in part 6 of this form are defined in the Appendix to this form

APPENDIX

DEFINITIONS AND CONSTRUCTION

Definitions

In this form and its Appendices the following definitions apply

Schedule 1 (Details of Property)

1. **Address of Property:** 22-24 Ely Place, London, EC1N 6TE

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

Freehold/Leasehold Freehold

Estate:

Title Details (where applicable): LN59874
LN60552

2. **Address of Property:** 22-24 Ely Place, London, EC1N 6TE

Freehold/Leasehold Leasehold

Estate:

Title Details (where applicable): NGL786781

3 **Address of Property:** Sun House, 31 -41 Pembroke Broadway, Camberley, GU15 3XD

Freehold/Leasehold Freehold

Estate:

Title Details (where applicable): SY521341

"Additional Counterparty" means a bank or financial institution which becomes a Counterparty after the date of the Facility Agreement with the approval of the Facility Agent.

"Agent(s)" means either or both of the Facility Agent and/or the Security Agent, as the context may require.

"Associated Rights" means, in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset and the benefit of all Authorisations applicable to such asset.

"Authorisations" has the meaning given to it in the Facility Agreement.

"Borrower" means Fairgate Group Limited, a company incorporated in England and Wales with registered number 02314160 whose registered office is at 22-24 Ely Place, London EC1N 6TE

"Business Day" means a day (other than a Saturday or a Sunday) on which banks are open for general business in London.

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

"Charged Contracts" means, in relation to the Chargor, those contracts (if any) brief particulars of which are set out in Schedule 4 (*Charged Contracts*) in respect of the Chargor together with any other agreement or document designated as such by the Security Agent and the Chargor.

"Counterparty" means the Original Counterparty or an Additional Counterparty.

"Delegate" means any delegate, agent, attorney or trustee appointed by the Security Agent

"Derivative Payment" means, in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the Chargor may derive from or be awarded or entitled to in respect of the Property.

"Discharge Date" means the date with effect from which the Security Agent confirms to the Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Secured Parties cancelled.

"Facility Agreement" means a facility agreement made on or about the date hereof between, amongst others, the Chargor, and Barclays Bank Plc as original lender and the Security Agent.

"Facility Agent" means Barclays Bank PLC, acting in its capacity as agent appointed under clause 18 of the Facility Agreement, or such other or agent as may from time to time be appointed in that capacity pursuant to clause 18.13 of the Facility Agreement.

"Finance Document" has the meaning given to it in the Facility Agreement.

"Finance Party" means a Lender, the Counterparty or an Agent and any other party designated in writing as a Finance Party from time to time by the Facility Agent.

"Group" means the Borrower and any Subsidiary of it (from time to time).

"Guarantors" means the Subsidiaries of the Borrower listed in Part 1 of Schedule 1 of the Facility Agreement as the guarantors.

"Insurance Proceeds" means the proceeds of any insurance claim received by the Chargor (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not the Shareholder or a member of the Group and (b) amounts paid to meet third party claims), together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature, arising in any case by virtue of the Chargor's ownership of any Insurances and all interest in any of the foregoing

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

"Insurances" means all contracts or policies of insurance of whatever nature relating to the Secured Assets which, from time to time, are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest

"Lease Document" has the meaning given to it in the Facility Agreement.

"Lender" means:

- (a) an Original Lender, or
- (b) any person which becomes a Lender after the date of the Facility Agreement.

"Loan" means, unless otherwise stated in the Facility Agreement, the principal amount of the borrowing under the Facility Agreement or the principal amount outstanding of that borrowing.

"Obligors" means each and all of the Borrower and the Guarantors

"Occupational Lease" means any lease or licence or other right of occupation or right to receive rent to which a Property may at any time be subject.

"Original Counterparty" means Barclays Bank Plc, as counterparty to certain hedging arrangements.

"Original Lenders" means the financial institutions listed in Part 2 Schedule 1 (*Original Parties*) of the Facility Agreement as original lenders.

"Permitted Financial Indebtedness" has the meaning given to it in the Facility Agreement

"Permitted Security Interest" means:

- (a) any Security Interest arising under the Security Documents,
- (b) any liens arising by operation of law and in the ordinary course of the relevant person's business and securing obligations not more than 30 days old;
- (c) any Security Interest created with the prior written consent of the Facility Agent (such consent not to be unreasonably withheld in connection with any request for consent made by Fairgate Developments Limited for consent to grant a floating charge to

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

secure Permitted Financial Indebtedness incurred pursuant to sub paragraph (b) of that definition),

(d) any Security Interest which is to be unconditionally and irrevocably discharged in full on the Utilisation Date;

(e) in respect of Fairgate Developments Limited:

(i) the legal charge dated 2 May 2006 in respect of Principality Building Society relating to Title Number NGL10854;

(ii) the legal charge dated 2 May 2006 in respect of Principality Building Society relating to Title Number NGL329585, and

(iii) the legal charge dated 2 May 2006 in respect of Principality Building Society relating to Title Number MX467046;

(f) in respect of Fairgate Investments Limited:

(i) the debenture dated 8 May 2012 in favour of The Co-operative Bank Plc;

(ii) the deed of legal charge dated 8 May 2012 in favour of The Co-operative Bank Plc;

(iii) the security assignment dated 8 May 2012 in favour of The Co-operative Bank Plc; and

(iv) the security assignment dated 8 May 2012 in favour of The Co-operative Bank Plc;

(g) in respect of the Borrower, the charge over account dated 4 October 2012 in favour of Canada Life Limited;

(h) any Security Interest created in connection with any Permitted Financial Indebtedness provided always that such Security Interest does not relate to any estate or interest in real property (other than the Wembley Property) and any related rights.

"Property" means the Real Property owned by the Chargor or in which the Chargor has a right, title or interest, particulars of which are set out in Schedule 1 (*Details of the Property*). Any reference to **"Property"** also includes a reference to each separate part or parts of such Real Property.

"Real Property" means (a) any freehold, leasehold or immovable property, wherever situated, and (b) any buildings, fixtures, fittings, fixed plant or machinery

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

from time to time situated on or forming part of that freehold, leasehold or immovable property.

"Receiver" means any one or more receivers and managers or (if the Security Agent so specifies in the relevant appointment) receivers appointed by the Security Agent pursuant to the Charge in respect of the Chargor or in respect of the Secured Assets or any of them.

"Rental Income" means the aggregate of all amounts paid or payable to or for the account of the Obligors in connection with the letting of each Property, including each of the following amounts (without double counting):

- (a) rent, licence fees and equivalent amounts paid or payable,
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;
- (c) a sum equal to any apportionment of rent allowed in favour of the Obligors;
- (d) any other monies paid or payable in respect of occupation and/or usage of a Property and any fixture and fitting on a Property including any fixture or fitting on a Property for display or advertisement, on licence or otherwise,
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,
- (f) if such surrender or variation is permitted under the Facility Agreement and subject to any conditions required by the Facility Agent in connection with that permission, any sum paid or payable, or the value of any consideration given, for the surrender or variation of any Lease Document (including any dilapidation payments);
- (g) any sum paid or payable by any guarantor of any occupational tenant under any Lease Document;
- (h) any Tenant Contributions; and
- (i) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Obligors in connection with such changes, compensation or settlement.

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

"Secured Assets" means the assets the subject of any Security created by the Charge.

"Secured Obligations" has the meaning given to it in this form.

"Secured Parties" means each Finance Party, the Security Agent and any Receiver or Delegate and **"Secured Party"** means any of the Secured Parties.

"Security" means the Security Interests created under the Security Documents.

"Security Agent" means Barclays Bank Plc acting in its capacity as trustee for the Secured Parties (including itself) in relation to the Security Documents for the purpose of and in accordance with the terms of the Finance Documents or such other or additional security agent or agents as may from time to time be appointed in that capacity in accordance with the Finance Documents.

"Security Documents" shall bear the same meaning as such term is given in the Facility Agreement.

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect.

"Security Period" means the period beginning on the date of the Charge and ending on the Discharge Date.

"Shareholder" means Continental Holdings SA (company number 184/1981) incorporated in Luxembourg.

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006 and, unless the context otherwise requires, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

"Tenant Contributions" has the meaning given to it in the Facility Agreement.

"Utilisation Date" means the date on which the Loan is borrowed by the Borrower

"Wembley Property" means Fairgate House, 390 - 400 High Road Wembley registered under title number NGL10854.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2317867
CHARGE NO. 13**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 12
DECEMBER 2012 AND CREATED BY FAIRGATE INVESTMENTS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR AND EACH GRANTOR OF
SECURITY TO THE SECURED PARTIES (OR ANY OF THEM) 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 21 DECEMBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 DECEMBER
2012

DX



Companies House



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