

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 *A109X02A* 21/12/2012 #227
COMPANIES HOUSE

1 Company details		14 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 debenture dated 12 December 2012 made between, amongst others, the Chargor and Barclays Bank Plc (the "Debenture")	
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

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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.		

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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 *Everhead*

X

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

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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

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Amount secured

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

Amount secured

The amount secured by the Floating 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 under the Finance Documents, whatever their nature or basis, in any currency or currencies, and however they are described, together with all costs, charges and expenses incurred by the Secured Parties in connection with the protection, preservation or enforcement of its 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.

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

Short particulars

1. **FLOATING CHARGE**

1.1 **Floating Charge**

As a continuing security for the payment, discharge and performance to the Secured Parties of the Secured Obligations, the Chargor charges in favour of the Security Agent, by way of first floating charge, all its assets and undertaking, wherever located, both present and future (other than those assets validly and effectively charged, under the laws of England and Wales, by way of fixed Security Interest granted pursuant to the Finance Documents in favour of the Security Agent).

1 2 **Dealings with Floating Charge Assets**

The Chargor must not create any Security in respect of the Floating Charge Assets (or attempt to do so) and it must not permit any such Security to exist, except where:

- 1.2.1 such Security is created, required or permitted by the Floating Charge;
- 1.2 2 the Security Agent gives its prior consent;
- 1.2.3 such Security constitutes a Permitted Security Interest; or
- 1 2 4 such Security arises in the ordinary course of the Chargor's business, either by operation of law or by virtue of a retention-of-title Clause, and is subsequently discharged in the ordinary course of the Chargor's business.

2. **PROVISIONS RELATING TO THE SECURITY**

2.1 **Independent security and Security Agent's discretion**

- 2 1.1 The charge created under the Floating Charge and the rights of the Security Agent under the Floating Charge are independent of any other Security or any other right which the Security Agent has at any time in respect of any Secured Obligations.
- 2 1 2 The Security Agent may decide:
 - 2 1 2.1 whether and, if so, when and how.
 - (a) to exercise its rights under the Floating Charge, and
 - (b) to exercise any other rights it might have in respect of any Secured Obligations; and

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2 1.2.2 when and how to apply any payments received by it under the Floating Charge or any other payments in respect of any Secured Obligations,

and the Chargor has no right to control or restrict the Security Agent's exercise of this discretion. In particular the Chargor may not insist that the Security Agent seeks payment from any other person, exercises any other right it might have or takes any other step before exercising its rights under the Floating Charge.

2.2 Continuing security

The provisions of the Floating Charge will apply at all times and constitute continuing security. This means that they secure the full amount of the Secured Obligations at any time even if, at some other time:

2.2.1 the amount of the Secured Obligations has been less than the amount at the relevant time, or

2.2.2 there have been no Secured Obligations outstanding

2 3 Crystallisation of floating charge (by notice)

2.3.1 Clauses 4 3 2 and 4 3.3 of the Floating Charge (as set out in paragraph 2.3.2 and 2.3.3 below) specify cases in which the Security Agent is entitled to crystallise the floating charge created under the Floating Charge (converting it into a fixed charge or a number of fixed charges). Crystallisation will occur when the Security Agent gives notice in writing to this effect to the Chargor

2.3.2 The first case is where an Event of Default has occurred which is continuing.

2.3.3 The second case is where the Security Agent is of the view that (a) such assets are in danger of being seized, (b) any legal process or execution is being enforced against such assets, (c) such assets are otherwise in jeopardy, or (d) steps have been taken which would, in the reasonable opinion of the Security Agent, be likely to lead to the appointment of an administrator or administrative receiver in relation to the Chargor (or such administrator or administrative receiver has been appointed) or to the winding-up of the Chargor.

2.3.4 By way of further assurance, the Chargor shall promptly following service of such notice upon it, execute a fixed charge over such assets and in such form as the Security Agent shall require.

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2.3.5 If, at any time, the Security Agent crystallises the floating charge in relation to just part of the relevant Floating Charge Assets, that will not prevent its exercising its powers under clause 4.3 of the Floating Charge (as set out in this paragraph) again.

2.4 Crystallisation of floating charge (automatic)

Clauses 4.4.1 to 4.4.2 of the Floating Charge (as set out in paragraph 2 4 1 and 2.4.2 below) specify cases in which the floating charge created under the Floating Charge will automatically crystallise (without the Security Agent having to give notice to the Chargor). There are other circumstances in which, by operation of law, a floating charge will crystallise.

2 4.1 The first case is where the Chargor creates (or purports to create) any Security on or over any of the Floating Charge Assets (other than a Permitted Security Interest) without the prior written consent of the Security Agent.

2.4.2 The second case is where the Chargor convenes any meeting of its members to consider a resolution in relation to its winding up, or if a liquidator, administrative receiver, receiver, administrator or another similar officer is appointed in respect of the Chargor or any of its assets.

2.4.3 In each case, the floating charge will crystallise as soon as the relevant event occurs.

2.5 Further Assurance

The Chargor shall:

2.5.1 promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) in favour of the Security Agent or its nominee(s) (a) to perfect the Security created or intended to be created or evidenced by the Floating Charge or for the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to the Floating Charge, (b) to confer on the Security Agent Security over any property or assets of the Chargor located in England and Wales or any other jurisdiction equivalent or similar to the Security intended to be created, or expressed to be created, by the Floating Charge, and/or (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Floating Charge; and

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2 5 2 take all such action as is available to it (including making all filings and registrations and the payment of all fees and taxes) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent by or pursuant to the Floating Charge.

APPENDIX

DEFINITIONS AND CONSTRUCTION

Definitions

In this form and its Appendices the following definitions apply:

"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.

"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

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

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

"Event of Default" means an event specified as such in Clause 16 (*Default*) of the Facility Agreement.

"Facility Agreement" means a facility agreement made on or about the date hereof between, amongst others, Fairgate Group Limited, the Chargor and Barclays Bank Plc as Original Lender and 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.

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"Floating Charge Assets" means at any time, all property and assets which is at that time the subject of any Security created under the Floating Charge

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

"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.

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

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- (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.

"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 Floating Charge in respect of the Chargor or in respect of the Floating Charge Assets of the Chargor.

"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.

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"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Agent" means Barclays Bank Plc acting in its capacity as security agent 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.

"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

"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. 14**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE 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**