

131672/13

In accordance with Sections 859A & 859J of the Companies Act 2006

MR01

Particulars of a charge



A fee is payable with this form. Please see 'How to pay' on the last page

You can use the WebFiling Please go to www.companieshouse.gov.uk

What this form is for
You may use this form to register a charge created or evidenced by an instrument

What this form is NOT for
You may not use this form to register a charge where the instrument Use form MR08

WEDNESDAY



A12 *A2ADBIS8* #100
12/06/2013
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within 21 days beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

| | | |
|--------------------------|---|---|
| 1 Company details | | <small>For official use</small> |
| Company number | 0 3 7 7 0 4 8 8 | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 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 | Fairview New Homes (Colindale) Limited (the "Chargor") | |

| | |
|-------------------------------|---------------------------------|
| 2 Charge creation date | |
| Charge creation date | d 3 d 1 m 0 m 5 y 2 y 0 y 1 y 3 |

| | |
|--|---|
| 3 Names of persons, security agents or trustees entitled to the charge | |
| Please show the names of each of the persons, security agents or trustees entitled to the charge | |
| Name | Lloyds TSB Bank Plc (the "Security Trustee") |
| Name | |
| Name | |
| Name | |
| If there are more than four names, please supply any four of these names then tick the statement below | |
| <input type="checkbox"/> I confirm that there are more than four persons, security agents or trustees entitled to the charge | |

MR01

Particulars of a charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

Under Clause 2 1 of the Supplemental Debenture.

The Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of it or any other Chargor or any Obligor), charged in favour of the Security Trustee (as trustee for the Finance Parties) 2 1 1 by way of legal mortgage, the Mortgaged Property

Schedule 2

Mortgaged Property

| No | Property | Proprietor | Tenure | Title No |
|----|---|--|----------|-----------|
| 1 | Colindale Newspaper Library, Colindale Avenue, London NW9 9HE | Fairview New Homes (Colindale) Limited | Freehold | NGL644639 |

(Please see the continuation page)

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

- Yes
- No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

- Yes Continue
- No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

- Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

- Yes
- No

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Particulars of a charge

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Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Stephenson Harwood LLP. X

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

MR01

Particulars of a charge

| |
|---|
|  Presenter information |
| We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address. |
| Contact name Hannah Jones |
| Company name Stephenson Harwood LLP |
| Address 1 Finsbury Circus |
| London |
| Post town |
| County/Region |
| Postcode E C 2 M 7 S H |
| Country |
| DX DX 64, Chancery Lane |
| Telephone 020 7809 2026 |

| |
|---|
|  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 |
| <input type="checkbox"/> The company name and number match the information held on the public Register |
| <input type="checkbox"/> You have included a certified copy of the instrument with this form |
| <input type="checkbox"/> You have entered the date on which the charge was created |
| <input type="checkbox"/> You have shown the names of persons entitled to the charge |
| <input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8 |
| <input type="checkbox"/> You have given a description in Section 4, if appropriate |
| <input type="checkbox"/> You have signed the form |
| <input type="checkbox"/> You have enclosed the correct fee |
| <input type="checkbox"/> Please do not send the original instrument, it must be a certified copy |

| |
|--|
|  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 filed on paper |
| 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 |

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

Definitions.

"**Facilities Agreement**" means the facilities agreement dated 14 April 2009 as amended and restated pursuant to an amendment and restatement agreement dated 21 September 2010, as further amended pursuant to an amendment agreement dated 14 October 2011 and as further amended and restated from time to time and made between (among others) Fairview Holdings Limited and its subsidiaries and the Security Trustee

"**Finance Document**" has the same meaning given to that term in the Facilities Agreement

"**Finance Parties**" has the same meaning given to that term in the Facilities Agreement.

"**Liabilities**" means all present and future moneys, debts and liabilities due, owing or incurred by any Chargor or Obligor to any Finance Party under any Finance Document in any manner whatsoever (whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise)

"**Obligor**" has the same meaning given to that term in the Facilities Agreement

Please refer to the Supplemental Debenture for further details



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3770488

Charge code: 0377 0488 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st May 2013 and created by FAIRVIEW NEW HOMES (COLINDALE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th June 2013

Given at Companies House, Cardiff on 14th June 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dx

EXECUTION VERSION

Supplemental Debenture

Dated 31 May 2013

- (1) Fairview New Homes (Colindale) Limited

- (2) Lloyds TSB Bank Plc (acting as Security Trustee)

Certified a true copy this 1st day of

June 2013

Stephenson Harwood LLP

Stephenson Harwood LLP

1 Finsbury Circus

London

EC2M 7SH



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Deed

Dated 31 May 2013

Between:

- (1) The Company listed in Schedule 1 as the chargor, (the "**Chargor**"); and
- (2) **Lloyds TSB Bank Plc** as Security Trustee for the benefit of the Finance Parties (the "**Security Trustee**").

Background

- (A) Pursuant to the Debenture, the Chargor (among others) charged by way of legal mortgage, charged by way of fixed charges and assigned certain of its assets as security for the Liabilities.
- (B) The Chargor has acquired a further property and the Chargor has agreed to enter into this Deed.
- (C) The board of directors of the Chargor is satisfied that entering into this Deed is for the purposes and to the benefit of the Chargor and its business.
- (D) The Security Trustee and the Chargor intend this document to take effect as a deed.
- (E) The Security Trustee holds the benefit of this Deed on trust for the Finance Parties on the terms of the Finance Documents.

It is agreed as follows.

1 Definitions and Interpretation

1.1 Definitions

In this Deed, unless a contrary indication appears, terms used in the Debenture have the same meaning and construction and:

"**Debenture**" means the fixed and floating security document dated 14 April 2009 created by, among others, the Chargors in favour of the Security Trustee

"**Mortgaged Property**" means the Real Property specified in Schedule 2 (*The Mortgaged Property*).

1.2 Construction

The provisions in clause 1.2 (*Construction*) of the Facilities Agreement apply to this Deed with all necessary changes.

1.3 Third Party Rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

1.4 Incorporation of provisions

Clauses 5 (*Restrictions and further assurance*), 6 (*Real Property*), 11 (*Insurance*), 14 (*Enforcement*), 21 (*Saving provisions*) and 23 (*Enforcement expenses*) of the Debenture are deemed to be incorporated into this Deed, with all necessary modifications as if they were set out in full in this Deed, and all references to the Debenture in those clauses are deemed as references to this Deed. Clause 41.1 (*Jurisdiction of English courts*), of the Facilities Agreement is deemed to be incorporated into this Deed, with all necessary modifications as if it was set out in full in this Deed, and all references to "this Agreement" in that clause are deemed as references to this Deed.

1.5 Supplemental

This Deed is supplemental to the Debenture. The Mortgaged Property shall be deemed to be a Property for the purposes of the Debenture and the other Finance Documents.

2 Fixed Charges

2.1 Fixed Charges

The Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of it or any other Chargor or any Obligor), charges in favour of the Security Trustee (as trustee for the Finance Parties):

2.1.1 by way of legal mortgage, the Mortgaged Property; and

2.1.2 (to the extent that they are not subject to an effective assignment under Clause 2.2 (*Assignments*)) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits under any Insurances relating to the Mortgaged Property.

2.2 Assignments

The Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of the Chargor or of any other Chargor or any Obligor) unless prohibited by any such document or agreement assigns absolutely to the Security Trustee (as trustee for the Finance Parties) (to the extent that they are not subject to an effective assignment under clause 3.2 (*Assignments*) of the Debenture) all its present and future right, title and interest in and to

2.2.1 any agreements, contracts and Insurances relating to the Mortgaged Property, including all moneys payable to the Chargor;

2.2.2 any claims, awards and judgments in favour of the Chargor, under or in connection with any agreements, contracts and Insurances relating to the Mortgaged Property;

2.2.3 all Insurances and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of Insurances) in each case relating to the Mortgaged Property; and

2.2.4 the Mortgaged Property (to the extent not charged by paragraphs 2.1.1 and 2.1.2 of Clause 2.1 (*Fixed Charges*), including all rights against all past, present and future undertenants of the Mortgaged Property and their respective guarantors and sureties.

2.3 Confirmation

The Chargor confirms that as security for the payment of all Liabilities (whether of it or any other Chargor or Obligor).

2.3.1 it has charged by way of fixed charge in favour of the Security Trustee (as trustee for the Finance Parties) the assets relating to the Mortgaged Property specified in paragraph (c) of Clause 3.1 (*Fixed Charges*) of the Debenture,

2.3.2 subject to the terms of the Debenture it has assigned to the Security Trustee (as trustee for the Finance Parties) the assets relating to the Mortgaged Property referred to in clause 3.2 (*Assignment*) of the Debenture; and

2.3.3 it has charged in favour of the Security Trustee (as trustee for the Finance Parties) by way of floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged or assigned by clause 3 (*Fixed Charges and Assignment*) of the Debenture).

2.4 Miscellaneous

A reference in this Deed to a Charge of any Real Property includes.

2.4.1 to the extent owned by the Chargor, all buildings and Fixtures on that property,

2.4.2 the proceeds of sale of any part of that property; and

2.4.3 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any monies payable in respect of those covenants.

2.5 Further Advances

The obligation of the Lenders to make further advances to the Chargor to the extent set out in the Finance Documents is deemed to be incorporated into this Supplemental Debenture as if set out in this Supplemental Debenture.

2.6 Application to the Land Registry

The Security Trustee may apply to the Land Registry to enter the following restriction in the proprietorship register of any property which is, or it required to be, registered forming part of the Mortgaged Property.

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge"

dated _____ *in favour of Lloyds TSB Bank Plc referred to in the Charges Register or their conveyancer."*

The Security Trustee may apply to enter any other restriction in the proprietorship register of any registered land at any time forming part of the Secured Property as it may consider necessary to protect its interest in the Charged Assets and a notice that the Lenders are obliged to make further advances on the terms and conditions of the Finance Documents.

3 Representations

The Chargor:

3.1.1 makes the Repeating Representations and the representations set out in clauses 20.7 (*Deduction of tax*), 20.8 (*No filing or stamp taxes*) and 20.18(a) and (c) (*Valuation and Report on Title*) of the Facilities Agreement, by reference to the facts and circumstances then existing, on the date of this Deed but, in the case of the Repeating Representations, as if references in those clauses to "the Finance Documents" include this Deed and, in the case of the representations set out in clauses 20.7 (*Deductions of Tax*) and 20.8 (*No filing or stamp taxes*) as if references in those clauses to "the Finance Documents" mean this Deed, and

3.1.2 represents and warrants to the Security Trustee that the assets listed in Schedule 2 (*The Mortgaged Property*) are all of the relevant class of assets in which it has an interest.

4 Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed

5 Governing Law

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

THIS DEED has been delivered on the dated stated at the beginning of this Deed

Schedule 1
The Chargor

| Company Name | Registered Number |
|--|--------------------------|
| Fairview New Homes (Colindale) Limited | 03770488 |

Schedule 2**The Mortgaged Property**

| No | Property | Proprietor | Tenure | Title No (s) |
|-----------|--|---|---------------|---------------------|
| 1 | Colindale Newspaper Library, Colindale Avenue, London NW9 9HE | Fairview New Homes (Colindale) Limited | Freehold | NGL644639 |

The Chargor

Signed as a deed
by **Fairview New Homes (Colindale)**
Limited
acting by
a Director in the presence of


signature
GERALD MALTON
print name

signature
of witness 

Name **TERESA KENNEDY**
print name of witness

Address **84 CREST DRIVE**
ENFIELD EN3 5LE

Security Trustee

Signed by
for and on behalf of **Lloyds TSB Bank Plc**
pursuant to a power of attorney dated
in the presence of

Duly authorised attorney

Witness _____
signature

Name _____
print name of witness

Address Lloyds TSB Bank Plc
Loans Agency
1st Floor, East Wing
Citymark
Fountainbridge
Edinburgh, EH3 9PE