

MR01

Particulars of a charge

625303/13.

Oyez

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

You can use the WebFiling service to file this form online
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

For further information, please
refer to our guidance at



A22 *A30MCIUZ* #184
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
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
must be scanned and placed on the public record

WEDNESDAY

1 Company details

Company number 4 2 8 4 8 0 2

Company name in full Fairview Ventures Limited

For official use
Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 2 0 1 2 0 1 4

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 Bank PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Particulars of a charge

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

Continuation page

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

Description

Distribution Depot, Buntingford, SG9 9JR registered at the Land Registry with title numbers HD474364 and HD298066

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

8

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



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
Eleanor Richardson

Company name
Lester Aldridge LLP

Address
70 Chancery Lane

Post town
London

County/Region

Postcode
W C 2 A 1 A F

Country

DX
DX 186 London/Chancery Lane

Telephone
020 7492 9806



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 a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ 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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4284802

Charge code: 0428 4802 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd January 2014 and created by FAIRVIEW VENTURES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th January 2014

Given at Companies House, Cardiff on 30th January 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Supplemental Debenture

Dated 22 January 2014 ~~for~~

CERTIFIED A TRUE COPY
LESTER ALDRIDGE
(SOLICITORS)
70 CHANCERY LANE
LONDON WC2A 1AF
Hester Aldridge
23/1/2014

(1) Fairview Ventures Limited
(Registered No. 4284802)

(2) Lloyds Bank Plc
acting as Security Trustee

Deed

Dated 22 May 2014

Between:

- (1) Fairview Ventures Limited (the "Chargor"); and
- (2) Lloyds Bank Plc as Security Trustee for the benefit of the Finance Parties (the "Security Trustee")

Background

- (A) Pursuant to the Debenture the Chargor charged by way of legal mortgage, charged by way of fixed charges and assigned certain of its assets as security for the Liabilities
- (A) The Chargor has acquired certain further properties and the Chargor has agreed to enter into this Deed
- (B) The board of directors of the Chargor is satisfied that entering into this Deed is for the purposes and to the benefit of each Chargor and its business
- (C) The Security Trustee and the Chargor intend this document to take effect as a deed
- (D) 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 17th March 2013 created by, among others, the Chargor in favour of the Security Trustee

"**Facilities Agreement**" means a facility agreement dated 14 April 2009 and restated and amended on 17th March 2013 by, among others, the Chargor in favour of the Security Trustee

"**Mortgaged Property**" means the Real Property specified in Schedule 1 (*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 (*Insurances*), 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 first 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 that or of any other Chargor or any Obligor) 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 that Chargor;

2.2.2 any claims, awards and judgments in favour of that 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 2.2.1 and 2.2.2 of Clause 2.1 (*Fixed Charges*)), including all rights against all past, present and future undertenants of its 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 Clause 3.1.1 (*Fixed Charges*) of the Debenture,

2.3.2 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 (*Assignments*) 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 Assignments*) 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

3 Representations

Each Chargor

3.1 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 (b) (*Valuation and Report on Title*) of the Facilities Agreement, by reference to the facts and circumstances then existing, on the date of this Agreement 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

3.2 represents and warrants to the Security Trustee that the assets listed in Schedule 1 (*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 date stated at the beginning of this Deed

Schedule 1

Freehold property known as Distribution Depot, Buntingford< SG9 9JR and registered at the land registry under title numbers HD474364 and HD298066

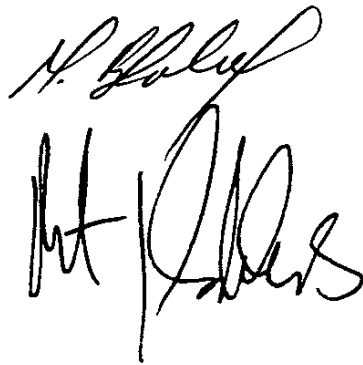
Signed as a deed

by **Fairview Ventures Limited**

acting by

Director

Director/Secretary



Supplemental Debenture

Dated 22 January 2014

CERTIFIED A TRUE COPY
LESTER ALDRIDGE
(SOLICITORS)
70 CHANCERY LANE
LONDON WC2A 1AF

LESTER ALDRIDGE LLP
23/1/2014

(1) Fairview Ventures Limited
(Registered No. 4284802)

(2) Lloyds Bank Plc
acting as Security Trustee

Deed

Dated 22nd January 2014

Between:

- (1) Fairview Ventures Limited (the "Chargor"), and
- (2) Lloyds Bank Plc as Security Trustee for the benefit of the Finance Parties (the "Security Trustee")

Background

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

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1.1 Definitions

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"**Facilities Agreement**" means a facility agreement dated 14 April 2009 and restated and amended on 17th March 2013 by, among others, the Chargor in favour of the Security Trustee

"**Mortgaged Property**" means the Real Property specified in Schedule 1 (*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 (*Insurances*), 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 first 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 that or of any other Chargor or any Obligor) 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 that Chargor,

2.2.2 any claims, awards and judgments in favour of that 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 2 1 and 2 2 2 of Clause 2 1 (*Fixed Charges*)), including all rights against all past, present and future undertenants of its 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 Clause 3 1 1 (*Fixed Charges*) of the Debenture,

2 3 2 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 (*Assignments*) 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 Assignments*) 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

3 Representations

Each Chargor

3 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 (b) (*Valuation and Report on Title*) of the Facilities Agreement, by reference to the facts and circumstances then existing, on the date of this Agreement 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 2 represents and warrants to the Security Trustee that the assets listed in Schedule 1 (*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 date stated at the beginning of this Deed

Schedule 1

Freehold property known as Distribution Depot, Buntingford< SG9 9JR and registered at the land
registry under title numbers HD474364 and HD298066

Execution Page

Chargors

Signed as a deed

by **Anglia Secure Homes (South East) Limited**

signature

acting by

print name

a Director in the presence of

signature
of witness

Name

print name of witness

Address

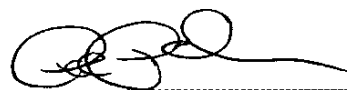
Name

print name of witness

Address

Security Trustee

Signed by **CLAIRE GARDNER** . . . for
and on behalf of **Lloyds Bank Plc** pursuant to a
power of attorney dated
19 NOVEMBER 2013 in the presence of



Duly authorised attorney

Witness

Nima Rodrigues
Signature

Name

NIMA RODRIGUES
print name of witness

Address

**150 FOUNTAINBRIDGE
EDINBURGH EH3 9PE**