

MG01

Particulars of a mortgage or charge



300176/13

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 form MG01s

TUESDAY



A27 *A002NCGP* 13/12/2011 #204
COMPANIES HOUSE

1 Company details

Company number 0 5 9 1 6 1 0 3
Company name in full Fielden House Investment Limited

3 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 Date of creation of charge

Date of creation d0 d5 m1 m2 y2 y0 y1 y1

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 Debenture dated 5 December 2011 made between Fielden House Investment Limited (the "Chargor") and Santander UK plc (the "Lender") as security trustee for each member of Santander UK plc and its subsidiaries ("Group Members")

4 Amount secured

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

Amount secured All moneys and liabilities at the date of the Debenture and anytime thereafter due, owing or incurred by the Chargor to the Group Members (or any of them) when the same become due for payment or discharge whether by acceleration or otherwise, and whether express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to the Group Members (or any of them) or purchased or otherwise acquired by them or it, denominated in sterling or in any other currency, or incurred on any bank account or in any other manner whatsoever, together with interest (both before and after judgment) to the date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Group Members (or any of them) in relation to any such moneys or liabilities or generally in respect of the Chargor (the "Secured Liabilities")

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 Santander UK plc

Address 8 Deansgate

Manchester

Postcode M 3 4 H H

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

1 Pursuant to Clause 3 1 of the Debenture, the Chargor charges to the Lender (as security trustee for the Group Members), as a continuing security for the payment and discharge of the Secured Liabilities, the following assets, both present and future

a) by way of legal mortgage

(i) all that freehold property known as Fielden House, 28 to 42 (even) London Bridge Street, SE19 9SG and registered at the Land Registry under title number TGL144345, and

(ii) all estates or interests in any freehold, leasehold or commonhold property in England and Wales now belonging to the Chargor,

b) by way of fixed charge

(i) (to the extent that they are not the subject of an effective mortgage under clause 3 1 (a) of the Debenture, as set out paragraph 1 (a) above) all estates or interests in any freehold, leasehold or commonhold property in England and Wales at the date of the Debenture or thereafter belonging to the Chargor,

(ii) all other interests belonging to it in or over land or the proceeds of sale of land and all licences now or in the future held by it to enter on or use land,

(iii) the benefit of all other agreements relating to each Property (as defined below) to which it is or may become a party or otherwise entitled,

(iv) all plant, machinery and equipment owned by the Chargor and its interest in any plant, machinery and equipment in its possession,

(v) its rights under the appointment of any managing agent of any of the Properties,

(vi) all its rights, title and interest in the Insurances (as defined below),

(vii) its Investments (as defined below) together with all Related Rights (as defined below),

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Short Particulars continued</p> <ul style="list-style-type: none"> (viii) all its Intellectual Property (as defined below), (ix) the amount from time to time standing to the credit of any Account (as defined below), (x) all of its book and other debts and their proceeds and all monies due and owing to it together with the full benefit of all Security (as defined below), Collateral Instruments (as defined below) and other rights relating to any of the foregoing, (xi) all its goodwill and uncalled capital, (xii) the benefit of all Authorisations (as defined below) held in connection with its business or the use of any Charged Assets (as defined below) and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the Charged Assets, and (xiii) if and in so far as any assignment in clause 3 2 of the Debenture (as set out in paragraph 2 below) shall for any reason be ineffective as an assignment, the assets referred to in that clause <p>2 Pursuant to clause 3 2 of the Debenture the Chargor assigns to the Lender absolutely as a continuing security for the payment and discharge of the Secured Liabilities all its rights, title and interest both present and future in and to</p> <ul style="list-style-type: none"> (a) the Rental Income (as defined below) and all the Chargor's other rights, title and interest under each Occupational Lease (as defined below), and (b) any Hedging Agreement (as defined below) <p>3 Pursuant to clause 3 3 of the Debenture the Chargor charges to the Lender as a continuing security for the payment and discharge of the Secured Liabilities by way of floating charge all its undertaking, property and assets whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge pursuant to clause 3 1 of the Debenture (as set out in paragraphs 1 (a) and (b) above) or assigned pursuant to clause 3 2 of the Debenture (as set out in paragraph 2 above)</p> <p>4 Pursuant to clause 5 2 of the Debenture the Chargor shall not create or permit to subsist any Security over any of its assets, other than Permitted Security (as defined below)</p> <p>5 Pursuant to clause 5 3(b) of the Debenture, the Chargor will not, without the prior written consent of the Lender</p> <ul style="list-style-type: none"> (a) set off, vary, postpone or release any of the Debts (as defined below), or (b) do or omit to do anything which may delay or prejudice the full recovery of any Debt <p>CONTINUED ON THE CONTINUATION PAGE</p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Short Particulars continued</p> <p>6 Pursuant to clause 5 5(c) of the Debenture, the Chargor will not, without the prior written consent of the Lender, enter into any onerous or restrictive obligations affecting any of the Charged Assets</p> <p>7 Pursuant to clause 5 15 of the Debenture, the Chargor will not do, or cause or permit to be done, anything which may depreciate, jeopardise or otherwise prejudice the value of the Charged Assets without the prior written consent of the Lender</p> <p>8 Pursuant to clause 5 20(a) of the Debenture, the Chargor will not without the prior written consent of the Lender (which shall not be unreasonably withheld), (whether by a single transaction or a series of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, lease or otherwise dispose of any of the Charged Assets (other than Floating Charge Assets (as defined below)) or agree to do so save that the Chargor may, without the consent of the Lender</p> <p>(a) grant leases at the Property for terms of less than one year and with an annual rent of less than £20,000 providing notice of said leases are given to the Lender within 10 Business Days of completion, and</p> <p>(b) grant licenses to occupy part of the Property for periods of less than one year and with a license fee of less than £20,000 per annum providing notice of said licenses are given to the Lender within 10 Business Days of completion and provided further that no relationship of landlord and tenant is created</p> <p>9 Pursuant to clause 5 20(b) of the Debenture, the Chargor will not dispose of any Floating Charge Assets other than in the ordinary course of business</p> <p>10 Pursuant to clause 5 20(c) of the Debenture, the Chargor shall not, other than as permitted in the Finance Documents (as defined below), exercise any of the powers of leasing or of accepting surrenders of leases conferred by sections 99 and 100 of the LPA or by common law or vary any lease or tenancy agreement or reduce any sum payable under the same</p> <p>11 Pursuant to clause 6 of the Debenture, the Chargor shall, if and when required by the Lender</p> <p>(a) execute such further Security and assurances in favour of the Lender and do all such acts and things as the Lender shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Liabilities or to create, perfect, protect or maintain the security intended to be created by the Debenture over the Charged Assets or any part thereof or to facilitate the realisation of the same,</p> <p>(b) affix to such items of the Charged Assets or endorse or cause to be endorsed thereon such labels, signs memoranda or other recognisable identification markings as the Lender shall require referring or drawing attention to the security constituted by or pursuant to the Debenture</p> <p>CONTINUED ON THE CONTINUATION PAGE</p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Short Particulars Continued</p> <p>The following terms are defined</p> <p>Accounts means any account of the Chargor with any bank, financial institution or other person,</p> <p>Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing or registration,</p> <p>Charged Assets means all the undertaking, property and assets of the Company described in clause 3 1 of the Debenture, clause 3 2 of the Debenture and clause 3 3 of the Debenture (as set out in paragraphs 1, 2 and 3 above) including any part thereof and any interest therein,</p> <p>Collateral Instruments means instruments, guarantees, indemnities and other assurances against financial loss and any other documents which contain or evidence an obligation to pay or discharge any liabilities of any person,</p> <p>Debts means the assets of the Chargor as described in clause 3 1(b)(x) of the Debenture and set out in paragraph 1 (b)(x) above,</p> <p>Floating Charge Assets means the assets of the Chargor in clause 3 3 of the Debenture and set out in paragraph 3 above,</p> <p>Finance Documents means the documents governing the terms of the Secured Liabilities,</p> <p>Hedging Agreement means an agreement or instrument entered into by the Chargor in order to hedge its exposure to fluctuations in exchange or interest rates and any other instrument evidencing a futures or treasury transaction,</p> <p>Insurances means all contracts or policies of insurance in which the Chargor has an interest,</p> <p>Intellectual Property means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered, and the benefit of all applications and rights to use such assets of the Chargor,</p> <p>Investments means any shares, stocks, debenture security, securities, bonds and investments of any type whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22, and as defined in Part II of Schedule 2 of the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Chargor or by a trustee or clearance system or nominee,</p> <p>Occupational Lease means any agreement for lease or licence or any occupational lease or licence to which a Property may be subject for the time being and in respect of which the Chargor is landlord or licensor,</p> <p>CONTINUED ON THE CONTINUATION PAGE</p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Short Particulars continued</p> <p>Permitted Security means</p> <ul style="list-style-type: none"> (a) any Security granted in favour of the Lender, (b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Chargor, (c) any netting or set-off arrangement entered into by the Chargor in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances, (d) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to the Chargor in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by the Company, or (e) any Security permitted by the Lender in writing, <p>Properties means the assets of the Chargor described in (1)(a) and (1)(b)(i) above at the date of the Debenture or thereafter vested in the Chargor together with all buildings, fixtures and fixed plant and machinery on such property, the proceeds of sale of the whole or any part of such property and all rights appurtenant to or benefitting any such property (each a "Property"),</p> <p>Related Rights means in respect of any Investment</p> <ul style="list-style-type: none"> (a) all moneys paid or payable in respect of that Investment (whether as income, capital or otherwise), (b) all shares, investments or other assets derived from that Investment, and (c) all rights derived from or incidental to that Investment, <p>Rental Income means the aggregate of all amounts payable to, or for the benefit or account of, the Chargor in connection with the letting or permitted third party occupation or use of the whole or any part of a Property, and</p> <p>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</p>	

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7	Particulars as to commission, allowance or discount (if any)	
Commission, allowance or discount	<p>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</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
8	Delivery of instrument	
	<p>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)</p> <p>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)</p>	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X Bird & Bird LLP X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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 Ben Blackaby

Company name Bird & Bird LLP

Address 15 Fetter Lane

Post town London

County/Region

Postcode E C 4 A 1 J P

Country UK

DX 119 London

Telephone 0207 415 6000



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5916103
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 DECEMBER
2011 AND CREATED BY FIELDEN HOUSE INVESTMENT
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO THE GROUP MEMBERS (OR ANY
OF THEM) ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 13 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 DECEMBER
2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES