



Registration of a Charge

Company name: **FAIRFIELD COMPANY SECRETARIES LIMITED**

Company number: **05988785**



X9VMPJ6G

Received for Electronic Filing: **06/01/2021**

Details of Charge

Date of creation: **24/12/2020**

Charge code: **0598 8785 0002**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED AS SECURITY AGENT FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT)**

Brief description: **N/A**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR**

**REGISTRATION IS A TRUE, COMPLETE AND CORRECT COPY OF
THE ELECTRONICALLY EXECUTED ORIGINAL INSTRUMENT.**

Certified by:

LUCIA BARRETTO, SOLICITOR, DLA PIPER UK LLP, LONDON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5988785

Charge code: 0598 8785 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th December 2020 and created by FAIRFIELD COMPANY SECRETARIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th January 2021 .

Given at Companies House, Cardiff on 7th January 2021

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

I certify that save for material redacted pursuant to s. 859G of the Companies Act 2006, the electronic copy instrument delivered as part of this application for registration is a true, complete and correct copy of the electronically executed original instrument.

EXECUTION VERSION

Lucia Barletto Lucia BARLETTO, Solicitor,
DLA Piper UK LLP, London
6 January 2021

ACCESSION DEED

THIS ACCESSION DEED is made on

24 December 2020

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "**Acceding Company**");
- (2) Knight Square Limited (the "**Parent**"); and
- (3) Lucid Trustee Services Limited (as Security Agent for the Secured Parties (as defined in the Debenture (as defined below)) (the "**Security Agent**").

BACKGROUND

This Accession Deed is supplemental to a debenture dated 10 April 2019 and made between (1) the Chargors named in it and (2) the Security Agent (the "**Debenture**").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2. ACCESSION OF THE ACCEDING COMPANY

(a) Accession

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Accession Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as an Original Chargor.

(b) Covenant to pay

Without prejudice to the generality of clause 2(a) (*Accession*) above, each

Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture.

(c) **Charge and assignment**

Without prejudice to the generality of clause 2(a) (*Accession*) above, each Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 6 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) (subject to clause 5 (*Exclusions from fixed charge*) of the Debenture) by way of first legal mortgage all the Material Property (other than any Short Leasehold Property) (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in part 1 (*Real Property*) of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
 - (ii) by way of first fixed charge:
 - (A) all the Charged Securities (including, without limitation, those specified against its name in part 2 (*Charged Securities*) of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)); together with
 - (B) all Related Rights from time to time accruing to them;
 - (iii) by way of first fixed charge each of its Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in part 3 (*Charged Accounts*) of schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) and all monies at any time standing to the credit of such accounts;
 - (iv) (subject to clause 5 (*Exclusions from fixed charge*) of the Debenture) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in part 4 (*Intellectual Property*) of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
 - (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in part 5 (*Material Contracts*) of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
 - (vi) by way of absolute assignment (subject to a proviso for reassignment on redemption) the Insurances (including, without limitation, those
-

specified against its name in part 6 (*Insurances*)) of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all claims under the Insurances and all proceeds of the Insurances. To the extent that any Assigned Asset described in this clause 2(c)(vi) is not assignable, the assignment which this clause purports to effect shall operate as an assignment of all present and future rights and claims of such Acceding Company to any proceeds of such Insurances.

(d) Representations

Each Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

- (i) each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in schedule 2 (*Details of Security Assets*);
- (ii) the Charged Securities listed in part 2 (*Charged Securities*) of schedule 2 to the Accession Deed (*Details of Security Assets owned by the Acceding Companies*) constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company; and
- (iii) part 1 (*Real Property*) of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Real Property (other than Short Leasehold Property) which is beneficially owned by each Acceding Company at the date of this Deed.

(e) Consent

Pursuant to clause 24.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor.

3. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

4. THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act

1999 to enforce or enjoy the benefit of any term of this Accession Deed.

5. NOTICE DETAILS

Notice details for each Acceding Company are as follows:

Address: Queensway House, 11 Queensway, New Milton, Hampshire, BH25 5NR

Attention: Ouda Saleh

6. COUNTERPARTS

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

7. GOVERNING LAW

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

IN WITNESS of which this Accession Deed has been duly executed by each Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Parent.

SCHEDULE 1 TO THE ACCESSION DEED

The Acceding Companies

Company name	Registered number	Jurisdiction of incorporation
Chamonix Holdings Limited	12500321	England & Wales
Chamonix Group Limited	05856372	England & Wales
Chamonix Estates Limited	05851267	England & Wales
Fairfield Company Secretaries Limited	05988785	England & Wales

SCHEDULE 2 TO THE ACCESSION DEED

Details of Security Assets owned by the Acceding Companies Part 1 – Real

Property

None at the date of this Accession Deed

Part 2 – Charged Securities

Acceding Company	Name of company in which shares are held	Status of company in which shares are held	Class and number of shares held	Issued share capital
Chamonix Holdings Limited	Chamonix Group Limited	Active	100 Ordinary shares of £1.00 each	100 Ordinary shares of £1.00 each
Chamonix Group Limited	Chamonix Estates Limited	Active	100 Ordinary shares of £1.00 each	100 Ordinary shares of £1.00 each
Chamonix Group Limited	Fairfield Company Secretaries Limited	Active	1 Ordinary share of £1.00	1 Ordinary share of £1.00
Chamonix Group Limited	Chamonix Estates Developments Limited	Dormant	1 Ordinary share of £1.00	1 Ordinary share of £1.00
Chamonix Group Limited	Ground Rent Services Limited	Dormant	10 Ordinary shares of £1.00 each	10 Ordinary shares of £1.00 each
Chamonix Group Limited	Longhurst Drive Management Company Limited	Dormant	1 Ordinary share of £1.00	1 Ordinary share of £1.00
Chamonix Group Limited	Baker Sinclair Limited	Dormant	4 Ordinary shares of £1.00 each	4 Ordinary shares of £1.00 each
Chamonix Estates Limited	CE Anthony Nolan (Fairstead) Limited	Dormant	1 Ordinary share of £1.00	2 Ordinary shares of £1.00 each
Chamonix Estates Limited	CE Blenheim Grange Watton Limited	Dormant	1 Ordinary share of £1.00	2 Ordinary shares of £1.00 each

Chamonix Estates Limited	CE Churchill Gardens Cambourne Limited	Dormant	1 Ordinary share of £1.00	2 Ordinary shares of £1.00 each
Chamonix Estates Limited	CE Cobbler's Mews Romany Road Limited	Dormant	1 Ordinary share of £1.00	2 Ordinary shares of £1.00 each
Chamonix Estates Limited	CE Lock Mill Blackburn Limited	Dormant	1 Ordinary share of £1.00	2 Ordinary shares of £1.00 each
Chamonix Estates Limited	CE Oakfield Gardens Hyde Limited	Dormant	1 Ordinary share of £1.00	2 Ordinary shares of £1.00 each
Chamonix Estates Limited	CE Poppy Fields (Benwick) Limited	Dormant	1 Ordinary share of £1.00	2 Ordinary shares of £1.00 each
Chamonix Estates Limited	CE The Hawthorns Blackley Limited	Dormant	1 Ordinary share of £1.00	2 Ordinary shares of £1.00 each
Fairfield Company Secretaries Limited	CE Anthony Nolan (Fairstead) Limited	Dormant	1 Ordinary share of £1.00	2 Ordinary shares of £1.00 each
Fairfield Company Secretaries Limited	CE Blenheim Grange Watton Limited	Dormant	1 Ordinary share of £1.00	2 Ordinary shares of £1.00 each
Fairfield Company Secretaries Limited	CE Churchill Gardens Cambourne Limited	Dormant	1 Ordinary share of £1.00	2 Ordinary shares of £1.00 each
Fairfield Company Secretaries Limited	CE Cobbler's Mews Romany Road Limited	Dormant	1 Ordinary share of £1.00	2 Ordinary shares of £1.00 each
Fairfield Company Secretaries Limited	CE Lock Mill Blackburn Limited	Dormant	1 Ordinary share of £1.00	2 Ordinary shares of £1.00 each
Fairfield Company Secretaries Limited	CE Oakfield Gardens Hyde Limited	Dormant	1 Ordinary share of £1.00	2 Ordinary shares of £1.00 each
Fairfield Company Secretaries Limited	CE Poppy Fields (Benwick) Limited	Dormant	1 Ordinary share of £1.00	2 Ordinary shares of £1.00 each
Fairfield Company Secretaries Limited	CE The Hawthorns Blackley Limited	Dormant	1 Ordinary share of £1.00	2 Ordinary shares of £1.00 each

Part 3 – Charged Accounts

Accounts			
Account Holder	Account Number	Account Bank	Account Sort Code
Chamonix Estates Limited	████████43	Barclays Bank plc	████████
Chamonix Group Limited	████████19	Barclays Bank plc	████████
Fairfield Company Secretaries Limited	████████20	Barclays Bank plc	████████

Part 4 – Intellectual Property

None at the date of this Accession Deed

Part 5 – Material Contracts

None at the date of this Accession Deed

Part 6 – Insurances

Acceding Company	Insurer	Policy number
Chamonix Group Limited	CFC Underwriting Limited	ESI029335780
Chamonix Group Limited and subsidiaries	Allianz Insurance plc	14/SZ/27804838/01

EXECUTION PAGES

THE ACCEDING COMPANIES

Executed as a
Deed by **Chamonix Holdings Limited**
acting by:

DocuSigned by:

477A85DA60C842E...
Director

In the presence of:

Witness signature: DocuSigned by:

06145D5E1280411...

Name: Roselelia Eaves

Address: 





Occupation: Executive Assistant

DocuSigned by:

477A85DA60C842E...
Director

Executed as a
Deed by **Chamonix Group Limited** acting by:

In the presence of:

Witness signature: DocuSigned by:

06145D5E1280411...

Name: Roselelia Eaves

Address: 





Occupation: Executive Assistant

Executed as a
Deed by **Chamonix Estates Limited**
acting by:

DocuSigned by:
[Redacted Signature]
477AB5DA06C842E...
Director

In the presence of:

Witness signature: [Redacted Signature]
06445D5E1280411...

Name: Roselelia Eaves

Address: [Redacted Address]

[Redacted Address]

[Redacted Address]

Occupation: Executive Assistant

Executed as a
Deed by **Fairfield Company Secretaries Limited** acting by:

DocuSigned by:
[Redacted Signature]
477AB5DA06C842E...
Director

In the presence of:

Witness signature: [Redacted Signature]
06445D5E1280411...

Name: Roselelia Eaves

Address: [Redacted Address]

[Redacted Address]

[Redacted Address]

Occupation: Executive Assistant

THE PARENT

Executed as a
Deed by **Knight Square Limited**
acting by:

DocuSigned by:
[Redacted Signature]
477A85DA06C842E...
Director

In the presence of:

Witness signature:

DocuSigned by:
[Redacted Signature]
08145D59E1280411...

Name: Roselelia Eaves

Address: [Redacted Address]

[Redacted Address]

[Redacted Address]

Occupation: Executive Assistant

THE SECURITY AGENT

Signed by _____ for and)
on behalf of **Lucid Trustee Services**)
Limited)

Address: Lucid Trustee Services Ltd.
 6th Floor, No1 Building 1-5
 London Wall Buildings
 London Wall
 London
 UK
 EC2M 5PG
