

MG06

Particulars of a charge subject to which property has been acquired



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 charge subject to
which property has been acquired

✗ **What this form is NOT for**
You cannot use this form for
submitting particulars of a charge
subject to which property has been
acquired for a company incorporated
in Scotland. To do this, use form
MG06s

MONDAY



A14 *A1AV40H4* 11/06/2012 #70
COMPANIES HOUSE

ase
uk

1 Company details

Company number 0 8 0 2 5 6 9 5 /
Company name in full NORTHERN & SHELL INVESTMENTS NO.2 LIMITED /
(the "Company")

2 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 the instrument (if any) creating or evidencing the charge

Date of the instrument (if any) d0 d5 m1 m1 y2 y0 y1 y0

3 Description of the instrument (if any) creating or evidencing the charge

Description ① A debenture dated 5 November 2010 made between
Express Newspapers (an unlimited company
incorporated in England and Wales with company
number 00141748) (the "Chargor") and Barclays Bank
plc (the "Security Trustee") (the "Debenture")

① Please give a description of the
instrument, e.g. 'Trust Deed',
'Debenture', 'Mortgage', or 'Legal
charge', etc. as the case may be

4 Date of acquisition of the property which is subject to the charge

d0 d7 m0 m6 y2 y0 y1 y2

5 Amount secured

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

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

Amount secured 4 10 All monies, obligations and liabilities at any time due, owing or
incurred by the Chargor to any Secured Party (as defined in the
continuation sheet) under the Finance Documents (as defined in the
continuation sheet), whether present or future, actual or contingent (and
whether incurred solely or jointly and whether as principal or surety or
in some other capacity) (the "**Secured Obligations**")

Note: Capitalised terms not defined on this page are defined in the
continuation sheets to this MG06.

MG06

Particulars of a charge subject to which property has been acquired

6**Mortgagee(s) or person(s) entitled to the charge**

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 (company no 01026167)

Address

1 Churchill Place

London

Postcode

E 1 4 5 H P

Name

Address

Postcode

Name

Address

Postcode

7**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 NATURE OF SECURITY

The Security (as defined in the continuation sheet) created under the Debenture is created

- (a) in favour of the Security Trustee as security trustee for the Secured Parties,
- (b) as a continuing security to secure the payment and discharge of the Secured Obligations, and
- (c) with full title guarantee (except that the covenant set out in Section 3(1) of the Miscellaneous Provisions Act shall extend to all charges, encumbrances and rights, even if the Chargor did not know and could not reasonably be expected to have known about them).

See continuation sheets of this MG06 for full particulars of the property mortgaged and charged

MG06

Particulars of a charge subject to which property has been acquired

8

Delivery of instrument

A verified copy of the instrument must be delivered to the Registrar of Companies, with these particulars correctly completed, within 21 days after the date of completion of the acquisition of the property which is subject to the charge

The copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. 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 866)

9

Signature

Please sign the form here

Signature

Signature

X 

X

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

MG06

Particulars of a charge subject to which property has been acquired

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 **Mushfique Khan**

Company name **Berwin Leighton Paisner LLP**

Address **Adelaide House**

London Bridge

Post town **London**

County/Region

Postcode **E C 4 R 9 H A**

Country

DX **92 LONDON/CHANCERY LN**

Telephone **+44 (0) 20 3400 3559**

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 deed (if any) with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument (if any)
- ☐ You have given the date of acquisition
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the 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

MG06 - continuation page

Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Capitalised terms shall have the meanings defined below

1 MORTGAGES AND FIXED CHARGES

1 1 Real Property

The Chargor charged

(a) by way of first legal mortgage all Real Property described in Schedule 1 (*Details of Real Property*), and

(b) by way of first fixed charge, except to the extent mortgaged under Clause 4 1(a) (*Real Property*) of the Debenture or to the extent that any Real Property is Excluded Property, all other Real Property which it has at the date of this Debenture or may subsequently acquire or have an interest in

1 2 Shares

The Chargor charged by way of fixed charge all Shares, including those held for it by any nominee, trustee, fiduciary or clearing system

1 3 Equipment

The Chargor charged

(a) by way of first fixed charge all Equipment described in Schedule 3 (*Details of Key Equipment*) (the "Key Equipment"), and

(b) by way of first fixed charge, except to the extent charged under Clause 4 3(a) (*Equipment*), all other Equipment which it had at the date of the Debenture or may subsequently acquire or have an interest in

1 4 Accounts

The Chargor charged by way of first fixed charge all balances standing to the credit of the Accounts (other than balances standing to the credit of any Account that is Excluded Property)

1 5 Intellectual Property

The Chargor charged

(a) by way of first fixed charge all Intellectual Property described in Schedule 4 (*Details of Intellectual Property*), and

(b) by way of first fixed charge, except to the extent charged under Clause 4 5(a) (*Intellectual Property*), all other Intellectual Property which it has at the date of the Debenture or may subsequently acquire or have an interest in

1 6 Goodwill

The Chargor charged by way of first fixed charge its goodwill

MG06 - continuation page

Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 7 Uncalled capital /

The Chargor charged by way of first fixed charge all rights in relation to its uncalled capital

1	8	Debts
---	---	-------

The Chargor charged by way of first fixed charge its Debts

1 9 Authorisations

The Chargor charged by way of first fixed charge the benefit of all Authorisations held in relation to any Charged Property

1 10 Insurances /

The Chargor charged by way of first fixed charge all its rights and interests under all Insurance Policies

2 ASSIGNMENTS

2 1 Third Party Accounts

The Chargor assigned absolutely (subject to the proviso for reassignment contained in Clause 20 1 (*Redemption of Security*)) all rights and interests under the Third Party Accounts (other than the rights and interest under any Third Party Account that is Excluded Property)

2 2 Specific Contracts

The Chargor assigned absolutely (subject to the proviso for reassignment contained in Clause 20 1 (*Redemption of Security*)) all its rights and interests under the Specific Contracts

3 FLOATING CHARGE

3 1 The Chargor charged by way of floating charge all its present (being at the date of the Debenture) and future business, assets and undertaking which are not effectively mortgaged, assigned or charged by way of fixed charge under the Debenture

3 2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture and the Security Trustee may appoint an administrator of the Chargor under that paragraph

MG06 - continuation page

Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

4 TRUST

If, or to the extent that, the mortgaging, assignment or charging of any Charged Property is prohibited for any reason, the Chargor holds it on trust for the Security Trustee

5 NEGATIVE PLEDGE

The Chargor shall not, at any time during the Security Period, create or permit to subsist any Security over any Charged Property other than Permitted Security

Definitions and Interpretation

In this MG06, unless a contrary indication appears, words and expressions defined in the Facility Agreement have the same meaning and interpretation in this MG06 and

"Account" means any account opened or maintained at any time by the Chargor with the Security Trustee or other Finance Party (and any replacement account or subdivision or subaccount of that account and any renewal or redesignation of that account), the debt or debts represented by it and all Related Rights

"Charged Property" means all the assets and undertaking of the Chargor which from time to time are the subject of the Security created or expressed to be created in favour of the Security Trustee under the Debenture

"Collateral Rights" means all rights, powers and remedies of the Security Trustee provided under the Debenture or by law

"Debts" means all book debts and other debts now and from time to time due or owing to the Chargor, all moneys which the Chargor receives in respect of the same and all Related Rights

MG06 - continuation page

Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"**Equipment**" means all fixed and moveable plant, machinery, tools, vehicles, computers, office equipment and other chattels owned by the Chargor (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and all Related Rights

"**Excluded Property**" means any asset of the Chargor which is subject to a charge under any Existing Security Document

"**Facility Agreement**" means the £60,000,000 term facility agreement dated 29 October 2010 (and as amended and restated on 6 July 2011 and on 16 September 2011) on or about the date of this Debenture between (among others) RCD1 Limited (as borrower), the Chargor (as guarantor) and the Security Trustee, as amended, varied, novated or supplemented from time to time

"**Finance Document**" means the Facility Agreement, the Security Documents, any Ancillary Document, any Fee Letter, the Hedging Letter, any Hedging Agreement and any other document designated as such by the Agent and the Borrower

"**Finance Party**" means the Agent, the Security Trustee, a Lender (including in its capacity as party to a Hedging Agreement) or any Ancillary Lender

"**Insurance Policy**" means any policy of insurance in which the Chargor may from time to time have an interest and all Related Rights

"**LPA**" means the Law of Property Act 1925

"**LRA**" means the Land Registration Act 2002

"**Miscellaneous Provisions Act**" means the Law of Property (Miscellaneous Provisions) Act 1994

"**Party**" means a party to the Debenture

"**Permitted Security**" means any Security permitted under clause 22 3 3 (*Negative Pledge*) of the Facility Agreement

"**Regulations**" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements

"**Related Rights**" means, in relation to any asset charged pursuant to the Debenture

(a) the proceeds of sale of any part of that asset,

(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,

(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and

(d) any moneys and proceeds paid or payable in respect of that asset,

(including all rights against any trustee, nominee, fiduciary or clearing system)

MG06 - continuation page

Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

MG06 - continuation page

Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Secured Party" means the Security Trustee and each other Finance Party and any Receiver or Delegate

"Security Period" means the period starting on the date of the Debenture and ending on the date when the Security Trustee is satisfied (acting reasonably) that

(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full (other than by operation of Clause 20.2 of the Debenture (Avoidance of payments),

(b) the Chargor has no liability, actual or contingent, to any Secured Party under any Finance Document,

(c) no Secured Party has any liability, actual or contingent under any Finance Document, and

(d) no Secured Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other person under any Finance Document

"Shares" means the shares listed in Schedule 2 of the Debenture (Details of Shares) and any other shares, stocks and other securities of any body corporate that may at the date of the Debenture or and hereafter belong to the Chargor or in which the Chargor has any interest together with all dividends, interest and other monies payable in respect of the Shares and all other rights, benefits and proceeds in respect of or derived from the Shares (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise)

"Specific Contract" means the contracts listed in Schedule 5 of the Debenture (Specific Contracts) and any other contract which is agreed between the Chargor and the Security Trustee to be designated as such (both parties acting reasonably) after the date of this Debenture and all Related Rights

"Third Party Account" means any account opened or maintained at any time by the Chargor with any person other than the Security Trustee or other Finance Party (and any replacement account or subdivision or subaccount of that account and any renewal or redesignation of that account), the debt or debts represented by it and all Related Rights.

MG06 - continuation page

Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Schedule 1 (Details of Real Property)

Short description of property	Title number (if any)
The freehold property know as 227 West Ferry Road, London	LN217390
The freehold property known as 227A, B and C West Ferry Road, London	LN143508
The freehold property known as 231 West Ferry Road, London	LN77206
The freehold property known as 233 West Ferry Road, London	EGL238634
The freehold property known as Seaman's Institute and Rest	EGL238635
The freehold property known as 40 and 40A Havannah Street, Land in Alpha Grove, Timothy's and Burney's Wharfs, 219 and 227 West Ferry Road, London	LN143229
The freehold property known as Silex Works	LN157131
The leasehold property known as West Ferry Printer's Site, West Ferry Road, London E14 8NX	EGL176954
The leasehold property known as Northern & Shell Building, 10 Lower Thames Street, London, EC3R 6EN to be subject to first registration at the Land Registry	



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 8025695
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE FOR ALL MONIES
DUE OR TO BECOME DUE FROM THE CHARGOR TO ANY
SECURED PARTY ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE SECURED ON THE
PROPERTY ACQUIRED BY NORTHERN & SHELL INVESTMENTS
NO.2 LIMITED ON THE 7 JUNE 2012 WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 11 JUNE 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JUNE 2012



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dx