

MG01

Particulars of a mortgage or charge

815538/26



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 use form MG01s

FRIDAY



AJL2TQZY

A23

21/01/2011

217

COMPANIES HOUSE

1

Company details

15

For official use

Company number

0 5 3 2 2 1 9 3

Company name in full

FAIRFAX ACQUISITIONS LIMITED (THE "CHARGOR")

Filling 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

d1 d9 m0 m1 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

LEGAL CHARGE DATED 19 JANUARY 2011 MADE BETWEEN (1) FAIRFAX ACQUISITIONS LIMITED (THE "CHARGOR"), and (2) HSBC BANK PLC (THE "LENDER") (THE "CHARGE")

4

Amount secured

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

Amount secured

MEANS ALL MONIES FROM TIME TO TIME DUE OR OWING AND ALL OTHER ACTUAL OR CONTINGENT LIABILITIES FROM TIME TO TIME INCURRED BY THE CHARGOR TO THE LENDER (INCLUDING UNDER ANY HEDGING AGREEMENT) (THE "SECURED LIABILITIES")

Continuation page

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

MG01

Particulars of a mortgage or charge

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 HSBC BANK PLC (THE "LENDER")
Address 3RD FLOOR, HSBC HOUSE, MITCHELL
SOUTHAMPTON, HAMPSHIRE

Postcode S O 1 8 2 X U

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 SEE CONTINUATION SHEET.

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

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

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount N/A

8 Delivery of instrument

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 866).

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 870). 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).

9 Signature

Please sign the form here

Signature

Signature

X *Shoosmiths*

X

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

MG01

Particulars of a mortgage or charge



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 **MARK FODEN**

Company name **SHOOSMITHS**

Address **THAMES VALLEY OFFICE**

APEX PLAZA

FORBURY ROAD

Post town **READING**

County/Region **BERKSHIRE**

Postcode **R G 1 1 S H**

Country **UNITED KINGDOM**

DX **DX117879 Reading (APEX PLAZA)**

Telephone **03700 868224 REF,069107 53**



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 enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 CHARGES

1 1 The ~~Chargor~~ has charged and has agreed to charge in favour of the Lender

1 1 1 by way of first legal mortgage all the Chargor's present and future right, title and interest in or to the Property, and

1 1 2 by way of first fixed charge,

a) all licences to enter upon or use land and the benefit of all other agreements relating to land,

b) the proceeds of sale of the Property, and

c) the benefit of any rental deposit given or charged to the Chargor or by any occupier of the Property,

1 1 3 by way of first fixed charge (insofar as not mortgaged pursuant to paragraph 1 1 1 or charged pursuant to 1 1 2)

a) all present and future rents and other sums due to the Chargor under any Lease,

b) all plant and machinery and the benefit of all contracts, licences and warranties relating to the same,

1 1 4 by way of floating charge all moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or upon the Property and the benefit of all licences, contracts and warranties in connection with the same

1 2 SECURITY ASSIGNMENTS

a) The Chargor has assigned and has agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of the Chargor's present and future right, title and interest in and to

i (to the extent not mortgaged or charged pursuant to paragraph 1) all present and future rents and other sums due to the Chargor under any Lease,

ii all insurance policies relating to the Property, claims under those insurance policies and all proceeds of those claims under the insurance policies,

iii all present and future book debts and other debts, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by the Chargor or due or owing to the chargor in respect of the Property (whether actual or contingent and

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

whether arising under contract or in any other manner whatsoever),

iv the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing, and

v all proceeds of any of the foregoing not otherwise assigned pursuant to this paragraph 1 2

b) To the extent that any right referred to in paragraph 1 2(a) is not assignable, the assignment which that provision purports to effect shall operate as an assignment of all the Chargor's present and future rights and claims to any proceeds of such rights

1 3 NOTICE OF SECURITY

a) The Chargor has undertaken to give notice of the grant of the Security to

i each tenant under a Lease,

ii each insurer under any insurance policy in which you have an interest

and the Chargor has undertaken that it shall use its reasonable endeavours to procure that the recipient of each notice acknowledges it in writing

b) A notice pursuant to clause pursuant to 1 3 must be given

i immediately in respect of each Lease and insurance policy in existence at the date of the Legal Charge, and

ii promptly after the entry into a new Lease or insurance policy after the date of the Legal Charge

1 4 PRESERVATION OF ASSETS

The Lender is not obliged to take any steps necessary to preserve any of your assets, to enforce any term of any contract or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Legal Charge

2 NEGATIVE PLEDGE

2 1 The Chargor shall not create or permit to subsist any Security Interest over the Security Assets without the consent of the Lender

2 2 Unless the Lender consents, the Chargor shall not make any disposal of any Security Assets even if the disposal is involuntary

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

3 DEFINED TERMS

Hedging Agreement, means any master agreement, confirmation, schedule or other agreement entered into or to be entered into between the Chargor and the Lender for the purpose of hedging interest rate liabilities and/or any exchange rate or other risks in relation to all or part of the Secured Liabilities,

Lease, means any lease, underlease, tenancy, licence or other right of occupation to which the Property is from time to time subject together with any related guarantee or other security for the performance of the lessee's obligations,

Property, means the freehold property situate at and known as Hyde House, Hyde Lane, Ecchinswell, Newbury, Hampshire, RG20 4UN, with title numbers HP576984 and HP595045,

Security, means the Security Interests created or intended to be created by or pursuant to the Legal Charge,

Security Asset, means all the Chargor's assets from time to time the subject of Security, and

Security Interest, means a mortgage, charge, assignment, pledge, lien, standard security, assignation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 5322193
CHARGE NO. 15

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 19
JANUARY 2011 AND CREATED BY FAIRFAX ACQUISITIONS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO HSBC BANK PLC ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 21 JANUARY
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 JANUARY
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DX