

MG01

Particulars of a mortgage or charge



131143

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

THURSDAY



A253Y02R

A15

28/03/2013

#133

COMPANIES HOUSE

1

Company details

Company number

0 1 7 9 2 7 7 6

Company name in full

Fairview Enfield Limited

(the "Company")

33

For official use

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

1 8 0 3 2 0 1 3

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

The supplemental debenture (the "Deed") dated 18 March 2013 entered into between (1) the Company (as a "Chargor") and others and (2) Lloyds TSB Bank Plc (the "Security Trustee") as Security Trustee for the benefit of the Finance Parties

4

Amount secured

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

Amount secured

"Liabilities" as defined under the Debenture.

All present and future moneys, debts and liabilities due, owing or incurred by any Chargor or Obligor to any Finance Party under any Finance Document in any manner whatsoever (whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

(see continuation page)

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 | Lloyds TSB Bank Plc | |
| Address | 25 Gresham Street | |
| | London | |
| Postcode | E C 2 V 7 H N | |
| 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 | <p>Under clause 2.1 of the Deed:</p> <p>The Company, 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):</p> <p>2.1 1 by way of first legal mortgage, its Mortgaged Property, and</p> <p>2.1 2 (to the extent that they are not subject to an effective assignment under Clause 2.2 (Assignments) of the Deed) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits under any Insurances relating to its Mortgaged Property</p> <p>Under clause 2.2 of the Deed</p> <p>The Company, with full title guarantee and as security for the payment of all Liabilities (whether of the Company or of any other Chargor or any Obligor) unless prohibited by any such document or agreement 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</p> <p>2.2.1 any agreements, contracts and Insurances relating to the Mortgaged Property, including all moneys payable to the Company;</p> <p>2.2.2 any claims, awards and judgments in favour of the Company, under or in connection with any agreements, contracts and Insurances relating to the Mortgaged Property;</p> <p>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</p> <p>(see continuation page)</p> | |

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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

Nil.

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 870)

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)

9 Signature

Please sign the form here

Signature

Signature

X

Stephenson Nomad LLP

X

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

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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

Rachel Bickerton

Company name

Stephenson Harwood LLP

Address

1 Finsbury Circus

London

Post town

County/Region

Postcode

E C 2 M 7 S H

Country

DX

DX 64, Chancery Lane

Telephone

020 7329 4422



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 mortgage 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

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Particulars of a mortgage or charge



| 4 | Amount secured | |
|----------------|--|--|
| | Please give us details of the amount secured by the mortgage or charge | |
| Amount secured | <p>DEFINITIONS</p> <p>"2013 Debenture" means the fixed and floating security agreement dated on or around the Effective Date between Westprize, Fairview Ventures Limited, Fairview Limited, Okus Properties Limited and the Security Trustee.</p> <p>"Additional Borrower" means a company which becomes an Additional Borrower in accordance with Clause 27 1 (Additional Borrowers) of the Facilities Agreement.</p> <p>"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 27 2 (Additional Guarantors) or Clause 22.32 (Additional Security) of the Facilities Agreement</p> <p>"Affiliate" means in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company</p> <p>"Agent" means Lloyds TSB Bank Plc as agent of the other Finance Parties</p> <p>"Amendment and Restated Agreement" means the amendment and restatement agreement dated 18 March 2013 between amongst others, the Obligors (1) and the Lenders (2), to which the Facilities Agreement is attached as Schedule 3</p> <p>"Arranger" means Lloyds TSB Bank Plc and HSBC Bank Plc as mandated lead arrangers</p> <p>"Borrower" means an Original Borrower or an Additional Borrower</p> <p>"Chargors" means the Company, Fairview New Homes (Colindale) Limited, Fairview New Homes (Chase Road) Limited, Anglia Secure Homes (South East) Limited, Fairview New Homes (Willows Way) Limited and Fairview New Homes (Developments) Limited and each a "Chargor"</p> <p>"Debenture" means the fixed and floating security document dated 14 April 2009 between the Obligors as chargors and the Security Trustee</p> <p>"Effective Date" means the "Effective Date" as defined in the Amendment and Restatement Agreement</p> <p>"Facilities Agreement" means the facilities agreement dated 14 April 2009 as amended and restated pursuant to the Amendment and Restatement Agreement dated 21 September 2010, as further amended pursuant to an amendment agreement dated 14 October 2011 and as further amended and restated on 18 March 2013</p> <p>"Facility" means the revolving credit facility made available under the Facilities Agreement as described in Clause 2 1.1 (The Facility).</p> <p>"Fee Letter" means any letter or letters dated on or about 14 April 2009,</p> | |

21 September 2010 or the Effective Date between, as the case may be, the Arranger and the Parent or the Agent and the Parent or the Security Trustee and the Parent or the Issuing Bank and the Parent, setting out any of the fees referred to in Clause 13 (Fees) of the Facilities Agreement.

"Finance Document" means (a) the Facilities Agreement (b) a Fee Letter (c) a Hedging Document (d) a Security Document (e) until the Westprize Release Date, a Westprize Finance Document (f) the Amendment and Restated Agreement and any other document designated as such by the Agent and the Parent.

"Finance Party" means the Agent, The Security Trustee, any Hedging Bank, the Issuing Bank, the Arranger or a Lender

"Group" means the Parent and its Subsidiaries for the time being

"Guarantor" means an Original Guarantor or an Additional Guarantor

"Hedging Bank" means a Lender (or an Affiliate of a Lender) which has become a party to the Facilities Agreement in accordance with Clause 26 10 (Hedging Banks) of the Facilities Agreement

"Hedging Document" means the documents entered into between a member of the Group and a Hedging Bank for the purpose of implementing the hedging strategy required by the Hedging Letter

"Hedging Letter" means a letter dated 18 March 2013 between the Arranger and the Parent setting out the hedging strategy agreed in relation to the Facility.

"Holding Company" means in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

"Issuing Bank" means Lloyds TSB Bank Plc as issuer of bonds

"Lender" means (a) any Original Lender, and (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 26 (Changes to the Lenders) of the Facilities Agreement, which in each case has not ceased to be a Party in accordance with the terms of the Facilities Agreement

"Obligor" means each Borrower and each Guarantor.

"Original Borrower" means the Subsidiaries of the Parent listed in Part I of the Schedule I of the Facilities Agreement as listed below.

- (1) Fairview New Homes Limited, and
- (2) Fairview Estates (Housing) Limited

"Original Guarantor" means the Subsidiaries of the Parent listed in Part I of Schedule 1 of the Facilities Agreement as original guarantors as listed below

- (1) Anglia Secure Homes (South East) Limited,
- (2) Fairview New Homes (South East) Limited (previously known as Cabot Homes Limited),
- (3) Fairview New Homes (Developments) Limited (previously known as Cabot Homes (South West) Limited),
- (4) Marchfield (St Albans) Limited (previously known as Enfield 209 Limited),
- (5) the Company,
- (6) Fairview Estates (Housing) Limited,
- (7) Fairview Holdings Limited,
- (8) Fairview Homes Limited,

- (9) Fairview New Homes Limited,
- (10) Fairview New Homes (Chase Road) Limited,
- (11) Fairview New Homes (Chequers Way) Limited,
- (12) Fairview New Homes (Colindale) Limited,
- (13) Fairview New Homes (Hoddesdon) Limited,
- (14) Fairview New Homes (Willow Way) Limited,
- (15) Fairview Property Trading Limited (previously known as Fairview Residential Lettings Limited),
- (16) Rialto Homes Limited,
- (17) Fairview New Homes (Properties) Limited (previously known as West Three Developments Limited),
- (18) Fairview Ventures Limited,
- (19) Okus Properties Limited,
- (20) Fairview Limited,
- (21) Westprize Limited,
- (22) Bencasco Limited, and
- (23) Geminari Limited

"Original Lender" means Lloyds TSB Bank Plc and HSBC Bank Plc

"Parent" means Fairview Holdings Limited (company number 4081726) whose registered office is at 50 Lancaster Road, Enfield, Middlesex EN2 0BY

"Party" means a party of the Facilities Agreement

"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

"Security Document" means (a) the Debenture, (b) each Supplemental Debenture, (c) 2013 Debenture, (d) Westprize Share Mortgage; and (e) any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document

"Subsidiaries" means (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006 and, in relation to financial statements of the Group, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006, and (b) until the Westprize Release Date, Westprize, provided that, on such Westprize Release Date, the Security Trustee shall release any Security created over Westprize or any assets held by Westprize (and the Parent shall promptly on demand pay the Security Trustee the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with the release of any such Security)

"Supplemental Debenture" means (a) the Deed; and (b) any other supplemental fixed and floating security agreement entered into after the Effective Date substantially in the form set out in Schedule 5 to the 2013 Debenture

"Westprize" means Westprize Limited (company number 05242931)

"Westprize Development" means development of the property at Victoria Trading Estate, Victoria Way, Charlton, registered under title number TGL292399

"Westprize Finance Document" means (a) the Westprize Share Mortgage, and (b) the Westprize Subordination Deed

"Westprize Joint Venture Partners" means Fairview New Homes Limited and Galliard Holdings Limited (company number 03368629)

"Westprize Release Date" means the date on which the Agent receives a cashflow statement in respect of the Westprize Development which indicates that the aggregate of intra group loans due from Westprize to the Westprize Joint Venture Partners is less than £6,900,000 which cashflow statement shall be in form and substance satisfactory to the Agent (acting reasonably)

"Westprize Share Mortgage" means the mortgage of shares entered into by Galliard Holdings Limited dated 18 March 2013 in favour of the Security Trustee

"Westprize Subordination Deed" means the subordination deed document dated 18 March 2013 entered into by Westprize, the Westprize Joint Venture Partners and the Security Trustee;

5

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

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

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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 | <p>2 2.4 the Mortgaged Property (to the extent not charged by paragraphs 2 1 1 and 2 1 2 of Clause 2 1 (Fixed Charges) of the Deed, including all rights against all past, present and future undertenants of its Mortgaged Property and their respective guarantors and sureties</p> <p>Under clause 2 3 of the Deed</p> <p>The Company confirms that as security for the payment of all Liabilities (whether of it or any other Chargor or Obligor).</p> <p>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 paragraph (c) of Clause 3 1 (Fixed Charges) of the Debenture,</p> <p>2 3 2 subject to the terms of the Debenture 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 (Assignment) of the Debenture; and</p> <p>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 Assignment) of the Debenture)</p> <p>Under clause 5 1 of the Debenture</p> <p>The Company shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by clause 22 5 (Negative pledge) of the Facilities Agreement, except as permitted by that clause</p> <p>DEFINITIONS</p> <p>"Charged Asset" means the assets from time to time subject, or expressed to be subject, to any Security created by or pursuant to any Security Document or any part of those assets.</p> <p>"Mortgaged Property" means the Real Property specified in Schedule 2 (The Mortgaged Property) of the Deed and as set out below</p> <p>"Insurances" means, of a Chargor, all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest</p> <p>Schedule 2 - Mortgaged Property</p> <p>No1</p> <table> <tr> <td>Property</td> <td>Green Lanes, Manor House</td> </tr> <tr> <td>Proprietor</td> <td>Fairview New Homes (Colindale) Limited</td> </tr> <tr> <td>Tenure</td> <td>Freehold</td> </tr> <tr> <td>Title No(s)</td> <td>LN154216 and AGL263894</td> </tr> </table> <p>No 2</p> <table> <tr> <td>Property</td> <td>The Ridgeway, Chingford</td> </tr> <tr> <td>Proprietor:</td> <td>Fairview New Homes (Chase Road) Limited</td> </tr> </table> | Property | Green Lanes, Manor House | Proprietor | Fairview New Homes (Colindale) Limited | Tenure | Freehold | Title No(s) | LN154216 and AGL263894 | Property | The Ridgeway, Chingford | Proprietor: | Fairview New Homes (Chase Road) Limited |
| Property | Green Lanes, Manor House | | | | | | | | | | | | |
| Proprietor | Fairview New Homes (Colindale) Limited | | | | | | | | | | | | |
| Tenure | Freehold | | | | | | | | | | | | |
| Title No(s) | LN154216 and AGL263894 | | | | | | | | | | | | |
| Property | The Ridgeway, Chingford | | | | | | | | | | | | |
| Proprietor: | Fairview New Homes (Chase Road) Limited | | | | | | | | | | | | |

Tenture: Freehold
Title No(s) AGL248363

No 3
Property. Wenlock House, Enfield
Proprietor. Anglia Secure Homes (South East) Limited
Tenure Freehold
Title No(s) MX30675 and MX119026

No 4
Property Walm Lane, Willesden Green
Proprietor Fairview Enfield Limited (the Company)
Tenure Freehold
Title No(s) MX369109

No 5
Property Birch and Willow, Colindale
Proprietor Fairview New Homes (South East) Limited
Tenure Freehold
Title No(s) AGL241354

No 6
Property Drapers Road, Enfield
Proprietor Fairview New Homes (Willows Way) Limited
Tenure Freehold
Title No(s): AGL217981

No 7
Property Moor Lane, Staines
Proprietor Fairview New Homes (Chase Road) Limited
Tenure Freehold
Title No(s) SY526547

No 8
Property Allum Lane, Borehamwood
Proprietor Fairview New Homes (Developments) Limited
Tenure Freehold
Title No(s) HD356930



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1792776
CHARGE NO. 33**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A THE SUPPLEMENTAL DEBENTURE
DATED 18 MARCH 2013 AND CREATED BY FAIRVIEW ENFIELD
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY CHARGOR OR OBLIGOR TO ANY FINANCE
PARTY 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 28
MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 APRIL 2013



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**