



Registration of a Charge

Company name: **ARCHANT COMMUNITY MEDIA LIMITED**

Company number: **00019300**



X9D2G2GG

Received for Electronic Filing: **07/09/2020**

Details of Charge

Date of creation: **01/09/2020**

Charge code: **0001 9300 0013**

Persons entitled: **DALRIADA TRUSTEES LIMITED**

Brief description: **(A) THE FREEHOLD PROPERTY KNOWN AS E C N PRINT CENTRE, NORTHSIDE, ST ANDREWS BUSINESS PARK, NORWICH (NR7 0HT) AND REGISTERED UNDER TITLE NUMBER NK151391; (B) THE FREEHOLD PROPERTY KNOWN AS LAND AND PREMISES AT WATERLOO STREET, WESTON-SUPER-MARE AND REGISTERED UNDER TITLE NUMBER AV196989; AND (C) THE LEASEHOLD PROPERTY KNOWN AS LAND ON THE SOUTH SIDE OF FAIR OAK CLOSE, EXETER AIRPORT, CLYST HONITON, EXETER AND REGISTERED UNDER TITLE NUMBER DN286764.**

Contains fixed charge(s).

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 CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GOWLING WLG (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 19300

Charge code: 0001 9300 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st September 2020 and created by ARCHANT COMMUNITY MEDIA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th September 2020 .

Given at Companies House, Cardiff on 8th September 2020

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

DATED 1 SEPTEMBER 2020

**(1) DALRIADA TRUSTEES LIMITED
- and -**

**(2) ARCHANT COMMUNITY MEDIA
LIMITED**

SUPPLEMENTAL LEGAL CHARGE

MILLS & REEVE

THIS DEED is made on

1st September

2020

BETWEEN

- (1) **ARCHANT COMMUNITY MEDIA LIMITED** (Registered number 00019300) (the **Chargor**); and
- (2) **DALRIADA TRUSTEES LIMITED** a company registered in Northern Ireland having its registered office at Linen Loft, 27-37 Adelaide Street, Belfast, BT2 8FE and with company registration number NI038344 as trustee for the Secured Parties on the terms and conditions set out in the Pensions Documents (the "**Security Agent**", which expression shall include any person for the time being appointed as trustee or as an additional trustee for such purpose)

RECITALS

This Deed is supplemental to a debenture dated 4 December 2009 and made between, amongst others (1) Archant Pension Life Assurance Scheme Trustee Limited and (2) the Chargor (the "**Debenture**").

By a deed of removal and appointment dated 10 June 2019 the Security Agent replaced Archant Pension Life Assurance Scheme Trustee Limited, the Security Agent under the Debenture.

IT IS AGREED

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

1.1.1 Words and expressions defined in the Debenture shall have the same meanings in this Deed.

1.1.2 In addition, in this Deed:

"**Parties**" means the parties to this Deed; and

"**Specified Real Property**" means the properties specified in Schedule 1

1.2 Interpretation

1.2.1 In this Deed, unless otherwise stated, references to:

(i) clauses are references to a clause in the main body of this Deed; and

(ii) Schedules are references to a Schedule of and to this Deed.

1.2.2 The principles of interpretation set out in the Debenture shall apply to this Deed, insofar as they are relevant to it, as they apply to the Debenture.

2 INCORPORATION

- 2.1 All the provisions of the Debenture (insofar as they are relevant) shall apply to this Deed as if incorporated herein in full (with any necessary changes) and the same shall be construed accordingly with the intent that all the obligations, covenants, assurances and provisions express or implied contained in or subsisting in relation to the Debenture shall apply hereto as if expressly set out in this Deed and in particular as if the Specified Real Property were

"Specified Real Property" for the purposes of the Debenture, including for the purposes of clause 4.1(a) of the Debenture.

2.2 The Debenture shall, from the date of this Deed, be read in conjunction with this Deed.

3 CREATION OF SECURITY

3.1 The Chargor mortgages, charges and agrees to charge all of its present and future right, title and interest in and to, by way of legal mortgage, the Specified Real Property.

4 INSURANCE

4.1 The Chargor shall:

4.1.1 comply in all respects with each contract or policy of insurance to which the Chargor is a party or in which it has an interest in relation to Specified Real Property and on demand provide the Security Agent with copies of the relevant contracts or policies and evidence of such compliance

4.1.2 procure that the Security Agent's interest as first loss payee is noted on such contracts or policies within 14 days of the execution of this deed.

5 RESTRICTIONS ON DEALING

5.1 The Chargor shall not do or agree to do any of the following without the prior written consent of the Security Agent from the date of this Deed:

5.1.1 create or permit to subsist any security on any Specified Real Property except as permitted pursuant to the Finance Documents;

5.1.2 sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Specified Real Property other than as permitted by the Finance Documents.

5.2 The Security Agent shall apply to the Chief Land Registrar for a restriction in the following terms to be entered on the Register of Title relating to any Specified Real Property registered at the Land Registry (or any unregistered land subject to first registration) and against which this Deed may be noted:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] 20[] in favour of [Dariada Trustees Limited] referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer."

5.3 The Chargor:

5.3.1 authorises the Security Agent to make any application which Security Agent deems appropriate for the designation of this Deed, the Debenture or any other Finance Document as an exempt information document under rule 136 of the Land Registration Rules 2003;

- 5.3.2 shall use its reasonable endeavours to assist with any such application made by or on behalf of the Security Agent; and
- 5.3.3 shall notify the Security Agent in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed, the Debenture or any other Finance Document, following its designation as an exempt information document.
- 5.4 The Chargor shall not make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.
- 5.5 The Chargor shall not, without the prior written consent of the Security Agent, permit any person to be or become registered under the Land Registration Act 2002 as the proprietor of a Specified Real Property who is not so registered under the Land Registration Act 2002 at the date of this Deed.
- 6 FURTHER ACTION**
- 6.1 The Chargor shall, at its own expense, promptly take any action and sign or execute any further documents which the Security Agent may reasonably require in order to give effect to the requirements of this Deed.
- 7 CONTINUING OBLIGATIONS**
- 7.1 The Chargor confirms and acknowledges that its obligations under the Debenture and under any other Finance Document entered into by it shall continue in full force and effect notwithstanding the execution of this Deed and that this Deed is designated as a Finance Document.

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

Schedule 1

Specified Real Property

Land Registry Address	Title Number	Freehold / Leasehold
E C N Print Centre, Northside, St Andrews Business Park, Norwich (NR7 0HT)	NK151391	Freehold
Land and Premises at Waterloo Street, Weston-super-Mare	AV196989	Freehold
land on the south side of Fair Oak Close, Exeter Airport, Clyst Honiton, Exeter	DN286764	Leasehold

EXECUTION PAGE

Executed as a deed, but not delivered until the)
first date specified on page 1, by DALRIADA)
TRUSTEES LIMITED acting by:)
)



Director

TOMISLAV LUKIC

Director

DAVID NEIL COPELAND

Executed as a deed, but not delivered until the)
first date specified on page 1, by ARCHANT)
COMMUNITY MEDIA LIMITED acting by:)
)

Director

In the presence of:

Witness

Witness name

TERRY CROSS

Witness address

