



Registration of a Charge

Company name: **FAIRVIEW NEW HOMES (SOUTH EAST) LIMITED**

Company number: **03427497**



X42UCWPE

Received for Electronic Filing: **09/03/2015**

Details of Charge

Date of creation: **19/02/2015**

Charge code: **0342 7497 0038**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **FLAT 3 SONIA COURT, GAYTON ROAD, HARROW, HA1 2HH
(NGL573783); AND LAND AT COLINDALE HOSPITAL, COLINDALE
AVENUE, BARNET (AGL241354)**

Contains fixed charge(s).

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

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

LESTER ALDRIDGE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3427497

Charge code: 0342 7497 0038

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th February 2015 and created by FAIRVIEW NEW HOMES (SOUTH EAST) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th March 2015 .

Given at Companies House, Cardiff on 10th March 2015

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

Supplemental Debenture

Dated **19 FEBRUARY 2015**

(1) Fairview New Homes (South East) Limited
(Registered No. 03427497)

(2) Lloyds Bank Plc
acting as Security Trustee

Deed

Dated

19 FEBRUARY 2015

Between:

- (1) Fairview New Homes (South East) Limited, registered in England and Wales with number 03427497 (the "Chargor"); and
- (2) Lloyds Bank Plc as Security Trustee for the benefit of the Finance Parties (the "Security Trustee").

Background

- (A) Pursuant to the Debenture the Chargor (among others) charged by way of legal mortgage, charged by way of fixed charges and assigned certain of its assets as security for the Liabilities.
- (B) The Chargor has acquired certain further properties and the Chargor has agreed to enter into this Deed.
- (C) The board of directors of the Chargor is satisfied that entering into this Deed is for the purposes and to the benefit of the Chargor and its business.
- (D) The Security Trustee and the Chargor intend this document to take effect as a deed.
- (E) The Security Trustee holds the benefit of this Deed on trust for the Finance Parties on the terms of the Finance Documents.

It is agreed as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Deed, unless a contrary indication appears, terms used in the Debenture have the same meaning and construction and:

"**Debenture**" means the fixed and floating security document dated 12 September 2014 created by, among others, the Chargor in favour of the Security Trustee.

"**Mortgaged Property**" means the Real Property specified in Schedule 1 (*The Mortgaged Property*).

1.2 Construction

The provisions in clause 1.2 (*Construction*) of the Facilities Agreement apply to this Deed with all necessary changes.

1.3 Third Party Rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

1.4 Incorporation of provisions

Clauses 5 (*Restrictions and further assurance*), 6 (*Real Property*), 11 (*Insurances*), 14 (*Enforcement*), 21 (*Saving provisions*) and 23 (*Enforcement expenses*) of the Debenture are deemed to be incorporated into this Deed, with all necessary modifications as if they were set

out in full in this Deed, and all references to the Debenture in those clauses are deemed as references to this Deed. Clause 42.1 (*Jurisdiction of English courts*) of the Facilities Agreement is deemed to be incorporated into this Deed, with all necessary modifications as if it was set out in full in this Deed, and all references to "this Agreement" in that clause are deemed as references to this Deed.

1.5 Supplemental

This Deed is supplemental to the Debenture. The Mortgaged Property shall be deemed to be a Property for the purposes of the Debenture and the other Finance Documents.

2 Fixed Charges

2.1 Fixed Charges

The Chargor, 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):

2.1.1 by way of first legal mortgage, the Mortgaged Property; and

2.1.2 (to the extent that they are not subject to an effective assignment under Clause 2.2 (*Assignments*)) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits under any Insurances relating to the Mortgaged Property;

2.2 Assignments

The Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that or of any other Chargor or any Obligor) 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:

2.2.1 any agreements, contracts and Insurances relating to the Mortgaged Property, including all moneys payable to that Chargor;

2.2.2 any claims, awards and judgments in favour of that Chargor, under or in connection with any agreements, contracts and Insurances relating to the Mortgaged Property;

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

2.2.4 the Mortgaged Property (to the extent not charged by Clauses 2.1.1 and 2.1.2 (*Fixed Charges*)), including all rights against all past, present and future undertenants of its Mortgaged Property and their respective guarantors and sureties.

2.3 Confirmation

The Chargor confirms that as security for the payment of all Liabilities (whether of it or any other Chargor or Obligor):

- 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 Clause 3.1.3 (*Fixed Charges*) of the Debenture;
- 2.3.2 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 (*Assignments*) of the Debenture; and
- 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 Assignments*) of the Debenture).

2.4 Miscellaneous

A reference in this Deed to a Charge of any Mortgaged Property includes:

- 2.4.1 To the extent owned by the Chargor, all buildings and Fixtures on that property;
- 2.4.2 the proceeds of sale of any part of that property; and
- 2.4.3 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any monies payable in respect of those covenants.

3 Representations

Each Chargor:

- 3.1 makes the Repeating Representations and the representations set out in clauses 20.7 (*Deduction of Tax*), 20.8 (*No filing or stamp taxes*) and 20.18 (*Valuation and Report on Title*) of the Facilities Agreement, by reference to the facts and circumstances then existing, on the date of this Agreement but, in the case of the Repeating Representations, as if references in those clauses to the "**Finance Documents**" include this Deed and, in the case of the representations set out in clauses 20.7 (*Deductions of Tax*) and 20.8 (*No filing or stamp taxes*) as if references in those clauses to "the Finance Documents" mean this Deed; and
- 3.2 represents and warrants to the Security Trustee that the assets listed in Schedule 1 (*The Mortgaged Property*) are all of the relevant class of assets in which it has an interest.

4 Counterparts

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

5 Governing Law

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

This deed has been delivered on the date stated at the beginning of this Deed.

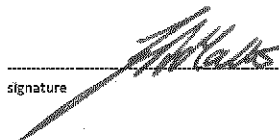
Schedule 1

The Mortgaged Property

1. Flat 3, Sonia Court, Gayton Road, Harrow (HA1 2HH) (NGL573783);
2. Land at Colindale Hospital, Colindale Avenue, Barnet (AGL241354).

Signed as a deed
by **Fairview New Homes (South East) Limited**
acting by 2 Directors

signature



print name

G. A. Malton

signature



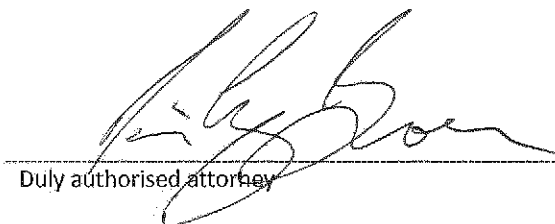
print name

G.P.W. V. Vass

The Security Trustee

Signed by IAIN G BROWN
for and on behalf of **Lloyds Bank Plc**
pursuant to a power of attorney dated
19 NOVEMBER 2014 in the presence of:

Duly authorised attorney



Witness

Nina Rodrigues
signature

Name

NINA RODRIGUES
print name of witness

Address

Lloyds Corporate Markets

Wholesale Loans Agency
Level 1 Citymark,
150 Fountainbridge
Edinburgh EH3 9PE