

124394/52

In accordance with  
Section 860 of the  
Companies Act 2006

**MG01**

## Particulars of a mortgage or charge



**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**

You cannot use this form  
particulars of a charge for  
company. To do this, please  
use form MG01s

TUESDAY



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21/09/2010

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COMPANIES HOUSE

**1****Company details**

For official use

Company number

0 1 7 6 5 6 0 3

Company name in full

Abbeygate Developments Limited  
(the **Chargor**)

→ **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 creation of charge**

Date of creation

<sup>d</sup>0 <sup>d</sup>3 <sup>m</sup>0 <sup>m</sup>9 <sup>y</sup>2 <sup>y</sup>0 <sup>y</sup>1 <sup>y</sup>0

**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

Security Deed dated 3 September 2010 granted by the Chargor in favour of  
The Royal Bank of Scotland plc as trustee for the Finance Parties (as  
defined below) (the **Security Trustee**) (the Security Deed)

**4****Amount secured**

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

Amount secured

The liabilities of the Obligors to the Finance  
Parties under or pursuant to the Finance Documents  
except for any liabilities which, if secured by the  
Security Deed, would result in a contravention by a  
Chargor of the prohibitions in Chapter 2 (financial  
assistance for purchase of own shares) of Part 18  
of the Companies Act 2006 (the **Secured Liabilities**)

**Continuation page**

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

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**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 The Royal Bank of Scotland plc

Address 280 Bishopsgate

London

Postcode E C 2 M 4 R B

Name

Address

Postcode

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**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

The Chargor covenants with the Security Trustee and the other Finance Parties that it will on demand pay and discharge the Secured Liabilities when due

Shares

The Chargor mortgages or (if or to the extent that the Security Deed does not take effect as a mortgage) charges by way of fixed charge all the Shares, including those held for it by any nominee

Authorisations

The Chargor charges by way of fixed charge the benefit of all Authorisations held in relation to any Security Asset

Disposal Proceeds Account

The Chargor charges by way of fixed charge all amounts standing to the credit of the Disposal Proceeds Account and all of its right, title and interest in and relating thereto,

cont



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## 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

### 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 *Stephen G. Harwood*

X

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



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## 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 1169/160/49-00063

Company name Stephenson Harwood

Address One St Paul's Churchyard

London

Post town London

County/Region

Postcode E C 4 M 8 S H

Country

DX DX 64 Chancery Lane

Telephone



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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><b>"Obligors"</b> means a Borrower or a Guarantor,</p> <p><b>"Borrower"</b> means Abbeygate Developments Limited and Abbeygate (Regent Street Hotel) LLP,</p> <p><b>"Guarantor"</b> means the entities listed in Part 2 of Schedule 1 of the Facility Agreement being Abbeygate Developments Limited (registration number 01765603) Abbeygate Developments (Regent Street) Limited (registration number 03749594) Abbeygate Developments (Grafton Gate 2) Limited (registration number 02926033) and Abbeygate (Regent Street Hotel) LLP (registration number 0C306150),</p> <p><b>"Facility Agreement"</b> means the Facility Agreement dated on or around the date of the Debenture between, amongst others the Chargor and the Security Trustee,</p> <p><b>"Finance Party"</b> means the Agent, the Security Trustee, the Hedging Counterparty and any Lender</p> <p><b>"Agent"</b> means The Royal Bank of Scotland plc,</p> <p><b>"Hedging Counterparty"</b> means The Royal Bank of Scotland plc</p> <p><b>"Lender"</b> means.</p> <p>(a) any original Lender, and</p> <p>(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 25 of the Facility Agreement</p> <p><b>"Original Lender"</b> means National Westminster Bank plc</p> <p><b>"Finance Document"</b> means the Facility Agreement, any Security Document, any Fee Letter, any Excession Letter, any Resignation Letter and any other document designated as such by the Agent and the Borrowers</p> <p><b>"Security Document"</b> means the Security Documents listed in paragraph 3 of Schedule 2 of the Facility Agreement and any other documents designated as such by the Borrowers and the Agent,</p> <p><b>"Fee Letter"</b> means any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Borrowers (or the Agent and the Borrowers) setting out any of the fees referred to in clause 11 of the Facility Agreement</p> <p><b>"Arranger"</b> means The Royal Bank of Scotland plc</p> <p><b>"Resignation Letter"</b> means a letter substantially in the form set out in Schedule 7 of the Facility Agreement</p>	



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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

Rental Income Account

The Chargor charges by way of floating charge all amounts standing to the credit of the Rental Income Account and all of its right, title and interest in and relating thereto

Hedging Documents

The Chargor assigns absolutely all of its rights and interests under any Hedging Documents

The Chargor charges by way of Floating Charge all its present and future business, undertaking an assets which are not effectively mortgaged,

**"Shares"** means all the issued shares of Abbeygate Developments (Regent Street) Limited (incorporated in England and Wales with company number 03749594) and Abbeygate Developments (Grafton Gate 2) Limited (incorporated in England and Wales with company number 02926033), together with all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of them, and includes all dividends, interest and other distributions paid or payable on or in respect of them

**"Disposal Proceeds Account"** means the account (if any) designated as such pursuant to the Facility Agreement,

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

**"Hedging Documents"** means those agreements entered into between either or both Borrowers and the Hedging Counterparty (and associated confirmations) in connection with the management of the Borrowers' interest obligations under this agreement, in such form as the Agent (acting reasonably) may require

**"Rental Income Account"** means the account of the Chargor with the Account Bank designated as such under the Facility Agreement (being as at the date of this Deed account number 60984600, sort code 601455)

**"Account Bank"** means The Royal Bank of Scotland plc

**"Facility Agreement"** means the facility agreement dated on or around the date of this Deed between, among others, the Chargor and the Security Trustee,

**"Obligor"** has the same meaning as in the Facility Agreement,



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Particulars of a mortgage or charge

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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars





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

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

**COMPANY NO. 1765603  
CHARGE NO. 11**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY DEED DATED 3  
SEPTEMBER 2010 AND CREATED BY ABBEYGATE  
DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE OBLIGORS TO THE FINANCE  
PARTIES ON ANY ACCOUNT WHATSOEVER WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 21 SEPTEMBER 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 SEPTEMBER  
2010**

*OK*



*Companies House*  
— for the record —



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