

124394/52  
**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



A32 21/09/2010 55  
COMPANIES HOUSE

## 1 Company details

Company number 0 2 9 2 6 0 3 3

Company name in full Abbeygate Developments (Grafton Gate 2) Limited  
(the **Chargor**)

8 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 d0 d3 m0 m9 y2 y0 y1 y0

## 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 Debenture 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 **Debenture**)

## 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  
Debenture, 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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### 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 The Royal Bank of Scotland plc

Address 280 Bishopsgate

London

Postcode E C 2 M 4 R B

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

The Chargor charges to the Security Trustee with full title guarantee as a continuous security to secure the payment and discharge of the Secured Liabilities and by way of legal mortgage its interest in the land referred to in Schedule 1 of the Debenture being the land and buildings on the south west side of North Second Street, Central Milton Keynes registered under title number BM226936

By way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other land

Investments

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

Equipment

The Chargor charges by way of fixed charge all equipment insofar as they are not charged by way of legal mortgage under clause 3 1 of the Debenture.

Intellectual Property Rights

The Chargor charges by way of fixed charge all Intellectual Property Rights

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## Particulars of a mortgage or charge

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### 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

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### 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)

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### Signature

Please sign the form here

Signature

Signature

X *Stephenson 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

Post town London

County/Region

Postcode E C 4 M 8 S H

Country

DX DX 64 Chancery Lane

Telephone 020 7809 2546



### 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

Goodwill

The Chargor charges by way of fixed charge its goodwill.

Uncalled Capital

The Chargor charges by way of fixed charge its uncalled capital

Authorisations

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

Collateral Warranties

The Chargor charges by way of fixed charge (but only to the extent that it is lawfully able to do so) all its rights (if any) under any Collateral Warranties.

Insurances

The Chargor assigns absolutely all its rights and interests under the Insurances

Hedging Documents

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

Other Contractual Rights

The Chargor assigns absolutely all its rights and interests under or in respect of. each Lease Document, all Rental Income, all Net Sale Proceeds payable to the Chargor in respect of the Land referred to in Schedule 1 of the Debenture, any guarantee of Rental Income contained in or relating to any Lease Document, and any other agreement to which it is a party which is not otherwise effectively assign or charged by way of fixed charge pursuant to clause 3 of the Debenture

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

"ADL" means Abbeygate Developments Limited, a company incorporated in England and Wales with registered number 01765603

"Collateral Warranties" means any collateral warranties or the benefit of any construction related agreement obtained by the Chargor from time to time in connection with the Property,

"Equipment" means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties,

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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

**"Insurance"** means, each contract or policy of insurance to which the Chargor is a party or in which it has an interest,

**"Intellectual Property Rights"** means

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property,
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and
- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not

**"Investments"** means,

- (a) all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations), and
- (b) 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

**"Lease Document"** means any document evidencing an Occupational Lease,

**"Rental Income"** means, in respect of any period, the aggregate of all amounts paid or payable to or for the benefit of any Obligor in respect of or arising out of the letting, use or occupation of all, any or any part of the Properties including (without limitation and without double counting)

- (a) rents, licence fees and equivalent sums reserved or made payable or sums received from any deposit held as security for performance of any tenant's obligations,
- (b) a sum equal to any apportionment of rent in favour of an Obligor,
- (c) proceeds of insurance in respect of loss of rent or interest on rent;
- (d) any monies in respect of any fixture and fitting on a Property including any fixture and fitting on a Property for display, advertisement, on licence or otherwise;

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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>(e) any sum or the value of any consideration given for the grant, surrender, variation of any letting or occupancy,</p> <p>(f) any amount payable to an Obligor by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance or repair of, and the payment of insurance premiums for any Property,</p> <p>(g) any amount payable to an Obligor for a breach of covenant under any Occupational Lease and for expenses incurred in relation to any such breach,</p> <p>(h) any profits of a revenue nature awarded or agreed to be payable to an Obligor as a result of any proceedings taken or claims made,</p> <p>(i) any amount payable by any guarantor or other surety of any occupational tenant or in respect of any of the items listed in this definition</p> <p>(j) any amount payable by any guarantor or other surety of any occupational tenant or in respect of any of the items listed in this definition,</p> <p>(k) any contribution by an occupational tenant to a sinking fund or to ground rent due under any Occupational Lease or payable to any freeholder of any leasehold Property,</p> <p>(l) any interest, damages, compensation or settlement in respect of any of the items referred to above,</p> <p>(m) any VAT charged on any sum mentioned in this definition</p> <p><b>"Security Assets"</b> means all of the assets of the Chargor which are the subject of any Security created or to be created by this Debenture</p> <p><b>"Authorisation"</b> means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration</p> <p><b>"Hedging Documents"</b> 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</p> <p><b>"Occupational Lease"</b> means any lease, licence, tenancy or other occupational arrangement granted or otherwise acquired by any Obligor for occupation of any Property by a third party from time to time</p> <p><b>"Properties"</b> means those properties listed in Schedule 9</p> <p><b>"Rental Income Account"</b> means an account in the name of ADL, designated as such in accordance with Clause 21.1 (<i>Designation of Accounts</i>)</p>	
	<b>"Net Sale Proceeds"</b> means the <sup>3</sup> Sales Proceeds less any reasonable costs,	CHFP025 Laserform International 5/10



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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

fees and expenses (including any VAT charged in respect of those costs, fees and expenses) properly incurred by the Borrowers and approved by the Agent (acting reasonably) in relation to the relevant disposal

**"Sales Proceeds"** means any and all sums (other than Rental Income) paid to any Obligor, whether by purchasers or others, upon the disposal (whether by transfer, assignment or otherwise) of, the grant or creation of any interest in or in respect of other transaction or arrangement relating to any Property or any part of it (but not the surrender of an Occupational Lease) together with

(a) any other sums of a capital nature derived from any Property or any dealing with it (including, without limitation, any repayment of the purchase price for the Property originally paid by the relevant Obligor that may become due as a result of the determination of rent reviews under any head lease of any leasehold Property or any Occupational Lease) and

(b) any compensation or damages received for any use or disturbance, blight, damage or compulsory purchase affecting any Property or any part of it



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

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

**COMPANY NO. 2926033  
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 3  
SEPTEMBER 2010 AND CREATED BY ABBEYGATE  
DEVELOPMENTS (GRAFTON GATE 2) LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS  
TO THE FINANCE PARTIES 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 SEPTEMBER  
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 SEPTEMBER  
2010

Qx

