

MG01

Particulars of a mortgage or charge

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15/11/2011

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COMPANIES HOUSE

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 Scottish company. To do this, please use form MG01s

For further information, please refer to our guidance at www.companieshouse.gov.uk

1

Company details

Company number

0 5 3 4 2 8 1 2

Company name in full

Ability Hotels (Luton Inn) Limited (the "Mortgagor")

3

For official use

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

d 0 d 4 m 1 m 1 y 2 y 0 y 1 y 1

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

Legal Charge made between the Mortgagor (1) and the Bank (2) (the "Legal Charge")

4

Amount secured

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

Amount secured

All moneys and discharge all obligations and liabilities where actual or contingent now or hereafter due, owing or incurred to each of the Secured Parties by the Mortgagor in whatever currency denominated whether on any banking or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) including, without limitation, all liabilities in connection with foreign exchange transactions, treasury transactions (including without limitation interest rate and currency hedging) and other derivatives transacting, accepting, endorsing or discounting any notes or bills, or under bonds, guarantees, indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by a Secured Party for or at the request of the Mortgagor, and all amounts which may become payable or for which the Mortgagor may become liable under the Legal Charge and together with interest to date of payment as hereinafter provided, commission, fees and other charges and all legal and other costs, charges and expenses, incurred by either Secured Party or any receiver in relation to the Mortgagor or the Mortgaged Property (as defined in Clause of the Legal Charge) on a full indemnity basis and also all losses and damages that may be sustained, suffered or incurred by either Secured Party arising out of or in connection with any act, matter or thing done or omitted to be done by the Mortgagor under the Legal Charge or any document, arrangement or agreement between the Mortgagor either Secured Part or any disclaimer of any of its contracts, agreements or arrangements or any of its liabilities or obligations to either Secured Party, and also interest on the foregoing to the date of payment

(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 Governor and Company of the Bank of Ireland as security trustee for itself and							
Address	for Bank of Ireland (UK) plc of Bow Bells House, 1 Bread Street							
	London together (the "Secured Parties") (the "Bank")							
Postcode	E	C	4	M		9	B	E
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 Mortgagor charged and mortgaged with full title guarantee as continuing security with the payment to the Bank as trustee for the Secured Parties of all moneys agreed to be paid (including any expenses and charges arising out of or in connection with the acts or matters referred to in Clause 12 of the Legal Charge) and with the discharge of all obligations and liabilities hereinbefore mentioned

Firstly - All the freehold or leasehold property described in the Schedule to this Form MG01 and all buildings, structures, fixtures (including trade fixtures) and fixed plant, machinery and equipment from time to time thereon,

Secondly - All the right title and interest of the Mortgagor to an in any proceeds of any present or future insurances of the property firstly described,

Thirdly - (Unless otherwise specifically agreed by the Bank in writing), any present and future goodwill attaching to the property firstly described by reason of the carrying on thereof of the business (if any) of the Mortgagor or a predecessor of the Mortgagor in that business,

Fourthly - (If the Mortgagor is a company or a limited liability partnership), all movable plant machinery implements utensils furniture and equipment now or from time to time placed on or used in or about the Mortgaged Property,

(together the "Mortgaged Property")

The created shall as regards the property firstly, secondly and thirdly described to be a first fixed charge (and as regards all those parts of the property firstly described shall constitute a charge by way of legal mortgage thereon) and as to the property fourthly described and to the extent any property, assets and/or rights are not or have ceased to be effectively mortgaged or charged by way of first fixed charge shall be a floating charge (which shall crystallise on a demand being made in accordance with Clause 2 of the Legal Charge)

The Mortgagor hereby covenants with the Bank that during the continuance of this security the Mortgagor will at all times

(a) except with the prior written consent of the Bank

(1) not create or attempt to create or permit to subsist upon the Mortgaged Property any mortgage, debenture, pledge or charge upon or permit any lien right of set off or other security interest or encumbrance whatsoever to arise on or affect any part of the Mortgaged Property ranking either in priority to or *pari passu* with the charge created or which will rank after the charge contained in the Legal Charge save in each case for any of the same created or arising in favour of a Secured Party,

(ii) not transfer, sell, lease or otherwise dispose of any interest in the Mortgaged Property or any other part thereof nor attempt nor agree so to do nor part with possession of nor grant any licence or right to occupy the Mortgaged Property,

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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>(111) not cause or permit any person to be registered under the Land Registration Acts as proprietor of the Mortgaged Property,</p> <p>(1v) not vary, surrender, cancel, assign, sublet, charge or otherwise dispose or permit to be forfeit or permit to be assigned, sublet or charged any lease affecting all or part of the Mortgaged Property or agree to do so, whether such lease be the lease under which the Mortgagor holds the Mortgaged Property or superior to or derived out of the Mortgagor's interest therein,</p> <p>(v) not agree to any alteration in any amount payable or receivable by the Mortgagor in respect of the Mortgaged Property by way of rent,</p> <p>(vi) not effect or concur in any variation of any of the terms of the documents referred to in the Schedule to this Form MG01,</p> <p>(vii) not make or cause or permit to be made any alteration to the Mortgaged Property or carry out any development or change of uses thereon,</p> <p>(viii) not breach or make any application under the Town & Country Planning legislation or any laws or regulations intended to control or regulate the construction, demolition, alteration or change of use of land or buildings or to preserve or to protect the environment or the national heritage and not carry out any other development of the Mortgaged Property,</p> <p>(ix) not do or permit to be done on the Mortgaged Property any act or thing which will or might give rise to any charge to tax which may be or become binding on any successor in title to or person deriving title under the Mortgagor,</p> <p>(x) not negotiate, waiver or settle any claim for compensation (whether payable under any enactment or otherwise) in respect of the compulsory acquisition of the Mortgaged Property or reduction in the Value of the Mortgaged Property,</p> <p>(xi) not enter into any agreement with a local authority, local planning authority or other statutory authority containing any obligation or condition which is or may be or become enforceable against the Bank (or any person deriving title under the Bank) as a successor in title to or person deriving under the Mortgagor or otherwise,</p> <p>(xii) not do or permit or suffer to be done any act or thing nor make any omission whereby the Mortgaged Property may become subject to any statutory charge which or may be or become binding upon the Bank or any successor in title to or person deriving title under the Bank,</p> <p>(xiii) not during the currency of appointment of any receiver do anything which the receiver is entitled to so (whether under the Legal Charge, at common law, by statute or otherwise),</p> <p>(xiv) not take and procure that its' directors or members do not take any steps for the appointment of an administrator in respect of the Mortgagor, (where the Mortgagor is a company or a limited liability partnership),</p> <p>(b) not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Bank and the Secured Parties of the security charged</p>	

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars		

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE

ADMINISTRATIVE AREA

TITLE NUMBER

PROPERTY

Luton

Not yet registered

The leasehold interest of the premises at 50 Kimpton Road, Luton LU2 0NB as demised pursuant to a lease dated 4 November 2011 between (1) Standard Life Investment Funds Limited and (2) Ability Hotels (Luton Inn) Limited for a term of 300 years

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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 Taylor Wesley LLP 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 UPXH/UGAM

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London London - Chancery Lane

Telephone +44 (0)207 300 7000



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 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5342812
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 4
NOVEMBER 2011 AND CREATED BY ABILITY HOTELS (LUTON
INN) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO EACH OF THE
SECURED PARTIES 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 15 NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 NOVEMBER
2011

D7



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES