

MG01

Particulars of a mortgage or charge



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iris
LASERFORM

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 company. To do this, please
use form MG01s

TUESDAY



A36 *A5FLBHKR* 127
16/02/2010
COMPANIES HOUSE

1

Company details

Company number

0 5 5 1 8 9 6 8

Company name in full

Bluedraft Limited (the "Company")

4

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 d2 m0 m2 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

A debenture (the "**Debenture**") made between the Company, Claridge's Hotel
Holdings Limited, 41-43 Brook Street Limited Liability Partnership and
The Governor and Company of the Bank of Ireland (the "**Security Trustee**")
in its capacity as security trustee for the Finance Parties

4

Amount secured

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

Amount secured

All moneys, obligations and liabilities (whether at
the date of the Debenture or future, actual or
contingent) on the part of each Obligor to the
Finance Parties or any of them to be paid,
performed or discharged, whether directly or
indirectly, under or pursuant to the terms of the
Brook Street Guarantee together with all Expenses
and any interest charged under the terms of the
Brook Street Guarantee and the Brook Street
Agreement (the "**Secured Obligations**")

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

Address Lower Baggot Street

Dublin 2

Postcode

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

1. Specific Charges

Pursuant to the Debenture, the Company with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations charged to the Security Trustee (in each case as trustee for and on behalf of each of the Finance Parties)

1.1 by way of legal mortgage the property known as 41 and 43 Brook Street, London W1 demised by a lease dated 21 June 1999 for a term of 125 years from 25 March 1999 between Grosvenor Properties (1) and AIB Custodial Nominees Limited (as nominee for the Trustees of the ESB General Employees Superannuation Fund) (2) registered at the land registry under title number NGL775395 ("**41 and 43 Brook Street**"),

1.2 by way of equitable mortgage its Property, other than 41 and 43 Brook Street,

1.3 by way of specific charge agreed to mortgage to the Security Trustee (as trustee for and on behalf of each of the Finance Parties) its Investments,

1.4 by way of specific charge its Debts, its Intellectual Property, its Licences and all deeds and documents from time to time relating to its Charged Assets,

1.5 by way of specific charge the goodwill (including, without limitation, all brand names) and the uncalled capital both at the date of the Debenture and at any time thereafter of the Company,

1.6 by way of specific charge all the rights, title and interest of the Company in and to the Policies and to the compensation moneys referred to in the Debenture,

Please see Continuation Sheet 1

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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

None

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  TRIVERS SMITH LLP X

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

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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 ARG/SDF A 2166-46

Company name Travers Smith LLP

Address 10 Snow Hill

Post town London

County/Region

Postcode E C 1 A 2 A L

Country UK

DX 1111079

Telephone 02072953402



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, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS
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

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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	<p>1.7 by way of specific charge all the rights, title and interest of the Company in and to all chattels from time to time hired, leased or rented by the Company to any other person together, in each case, with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract,</p> <p>1.8 by way of specific charge the benefit of any covenants for title given or entered into by any predecessor in title of the Company to its Property, all proceeds of a capital nature in relation to the disposal of its Property, the benefit of any contract for the sale, letting or other disposal of its Property, the benefit of all rental and other income in respect of its Property and all options both at the date of the Debenture and at any time thereafter to renew all leases or purchase all reversions (whether or not freehold) from time to time in relation to its Property,</p> <p>1.9 by way of specific charge the benefit of all rights and claims of the Company against all lessees from time to time of the whole or any parts of its Property and all guarantors and sureties for the obligations of such lessees and against all persons who are under any obligation to the Company in respect of any works of design, construction, repair or replacement to, on or about its Property,</p> <p>1.10 by way of specific charge all the Company's fixed plant, machinery and equipment from time to time in or on its Property (and not comprised in its Property) and the benefit of all the Company's rights and claims against any person in respect of the design, construction, repair or replacement of the same,</p> <p>1.11 by way of specific charge all the Company's interests, rights and entitlements under any Hedging Agreement and all documentation from time to time amending or extending the same and all its rights, title and interest whatsoever, both at the date of the Debenture and at any time thereafter, whether proprietary, contractual or otherwise thereby or by any variation or extension thereof including, without prejudice to the generality of the foregoing all claims of damages in respect of any breach of any Hedging Agreement(s),</p> <p>1.12 so far as permitted under the relevant document, by way of specific charge all the Company's rights, title and interest in and to all contracts, agreements or warranties affecting its Property with building contractors, architects, quantity surveyors, structural and mechanical engineers and other like professionals, and</p> <p>1.13 by way of specific charge any account opened and/or maintained by the Company with the Security Trustee or any other bank or financial institution and any moneys from time to time standing to the credit of any such account</p> <p>2. Floating Charge</p> <p>Pursuant to the Debenture, the Company with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations charged to the Security Trustee (as trustee for and on behalf of each of the Finance Parties) by way of floating charge the undertaking and all property, assets and rights of the Company, whatsoever and wheresoever, both at the date of the Debenture and at any time thereafter (save insofar as any of the same shall for the time being be effectively mortgaged or charged by way of specific charge under the provisions of the Debenture described in</p>	

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6 Short particulars of all the property mortgaged or charged

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Short particulars

paragraphs 1.1 to 1.13 inclusive (above) or assigned by way of security under the provisions of the Debenture described in paragraph 3 (below))

3. Assignments by way of Security

Pursuant to the Debenture, the Company with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations assigned and agreed to assign by way of security to the Security Trustee (in each case as trustee for and on behalf of each of the Finance Parties)

3.1 all its rights, title and interest in and to each Receivables Account maintained by it with any bank or other financial institution and any moneys from time to time standing to the credit of any such account,

3.3 all its rights, title and interest in and to the proceeds arising from and all payments arising under each Policy,

3.4 all its rights, title and interest in and to the Property Acquisition Documents and the Warranties, and

3.5 all its rights, title and interest in and to each Hedging Agreement,
provided that if any of the assignments described in this paragraphs 3 do not take effect as such, each such assignment shall take effect as a fixed charge over the rights of the Company to any claims, damages or compensation arising in respect of the relevant Charged Assets

4. Negative Pledge

Pursuant to the Debenture, the Company agreed that it would not, save as permitted under the Agreement or under the Debenture, create or permit to subsist any Security over any of its assets

5. Definitions

Throughout this Form MG01 the following words and phrases shall have the following meanings

Administrator : an administrator appointed pursuant to Schedule B1 to the Insolvency Act 1986 by the Security Trustee as holder of the Debenture

Agreement : the facilities agreement originally dated on 21 September 2005 made between, (1) Coroin Limited as borrower, (2) Anglo Irish Bank Corporation plc as the original lender, (3) Anglo Irish Bank Corporation plc as facility agent and (4) The Governor and Company of the Bank of Ireland as security trustee, as amended from time to time

Brook Street Agreement : the facilities agreement dated 12 March 2008 and entered into

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Short particulars	<p>by, among others, Coroin Limited as borrower and Anglo Irish Bank Corporation plc as facility agent, as amended from time to time</p> <p>Brook Street Guarantee : the guarantee dated 30 May 2008 made between the Obligor and The Governor and Company of the Bank of Ireland pursuant to which the guarantors listed therein agreed to guarantee the obligations of Coroin Limited</p> <p>Charged Assets : all of the Company's property or properties and/or other assets and, where the context so admits, each of them and any part thereof and the proceeds of the disposal of the same and all rights, title and interest in and to the same, in each such case as may at the date of the Debenture or at any time thereafter be the subject of the security constituted or intended to be constituted by the Debenture</p> <p>Debts : all</p> <p>(a) book debts, both at the date of the Debenture and at any time thereafter, due or owing to the Company and all other monetary debts and claims, choses in action and other rights and benefits both at the date of the Debenture and at any time thereafter (including, in each such case, the proceeds thereof and all damages and dividends in relation thereto) due or owing to the Company and the benefit of all related rights and remedies (including under negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing and liens), and</p> <p>(b) sums, both at the date of the Debenture and at any time thereafter, due or owing to the Company by way of grant, subsidy or refund by any statutory, legal or governmental body, authority or institution or by any body, authority or institution of the European Union</p> <p>Derivative Assets : all assets deriving from any of the Securities owned by the Company including all allotments, accretions, offers, rights, dividends, interest, income, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to any of the Securities and all stocks, shares, rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, exchange, purchase, substitution, option, interest or otherwise in respect thereof</p> <p>Expenses : all banking, legal and other costs, charges, expenses and/or liabilities (including any VAT thereon) paid or, if earlier, incurred by or on behalf of any Finance Party, Receiver or Administrator in each case on a full indemnity basis in relation to any of the Charged Assets or in protecting, preserving, improving, considering the enforcement or exercise of or enforcing or exercising or attempting to enforce or exercise, any rights arising under or pursuant to the Debenture and the Brook Street Agreement and/or in procuring the payment, performance or discharge of any of the Secured Obligations and including, without limitation, the principal amount of any borrowings together with interest thereon and all other expenses and/or liabilities of any Finance Party, Receiver or Administrator paid or incurred from time to time in relation to the exercise of any right or power on the part of any Finance Party, Receiver or Administrator referred to in the</p>	

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Short particulars

part of any Finance Party, Receiver or Administrator referred to in the Debenture

Finance Parties : the Security Trustee, the Brook Street Facility Agent (as such term is defined in the Brook Street Agreement), a Brook Street Lender (as such term is defined in the Brook Street Agreement) or a Brook Street Hedge Bank (as such term is defined in the Brook Street Agreement)

Hedging Agreement : any agreement entered into or to be entered into by Coroin Limited and a Brook Street Hedge Bank (as defined in the Brook Street Agreement) for the purpose of hedging interest rate liabilities in relation to the Brook Street Facilities (as defined in the Brook Street Agreement)

Intellectual Property : all domain names, patents, patent applications, trade marks, trade names, service marks, service mark applications, registered designs, copyrights, other protectable rights and assets, know-how, trade secrets and other confidential information and all related licences and connected rights at the date of the Debenture and at any time thereafter belonging to or held by the Company or any nominee of the Company

Investments : the Company's Securities and the Derivative Assets relating to such Securities

Licences : in relation to the Company, all licences, consents and authorisations (statutory or otherwise) both at the date of the Debenture and at any time thereafter held or acquired by it, or held by its nominee, in connection with any business carried on by it or the use of any of its Charged Assets

Obligors : the Company (1), Claridge's Hotel Holdings Limited (2) and 41-43 Brook Street Limited Liability Partnership (3)

Policies : the policies of insurance in which the Company may at the date of the Debenture or at any time thereafter have an interest

Property : all freehold and leasehold properties and other real property both at the date of the Debenture and at any time thereafter of the Company (including 41 and 43 Brook Street) including all buildings and other structures from time to time erected thereon and all fixtures (trade or otherwise) from time to time thereon or therein

Property Acquisition Documents : any document designated as a "Property Acquisition Document" by an Obligor and the Security Trustee and all other documents to be entered into pursuant thereto or in connection therewith and each a "Property Acquisition Document"

Receivables Account : any separate and denominated account as may be maintained by the Company with a bank in accordance with the provisions of the Debenture

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Receiver : a receiver and/or manager (including, as and when the context admits and where the law allows, an administrative receiver) appointed under the Debenture

Securities : all shares, stocks, debentures, debenture stock, bonds and securities of any kind whatsoever owned by the Company (including rights to subscribe for, convert into or otherwise acquire the same) whether marketable or otherwise and all other interests (including loan capital) of the Company both at the date of the Debenture and at any time thereafter in any company, firm, consortium or entity wherever situate

Security : a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

VAT : value added tax as provided for in the English Value Added Tax Act 1994 or the Irish Value Added Tax Acts, 1972 to 2003 and any other tax of a similar nature

Warranties : means

- (a) Timber Treatment Guarantee (as defined in the Brook Street Agreement) provided by Lovell Specialist Treatments Limited, and
- (b) a Damp-Proof Course Damp Guarantee (as defined in the Brook Street Agreement) provided by Lovell Specialist Treatments Limited



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5518968
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 2 FEBRUARY
2010 AND CREATED BY BLUEDRAFT LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR
TO THE FINANCE PARTIES OR ANY OF THEM 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 16 FEBRUARY
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 FEBRUARY
2010

Dr. Seb.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES