

644555/13
MG01

Particulars of a mortgage or charge



Please return
via

CH London Counter

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.

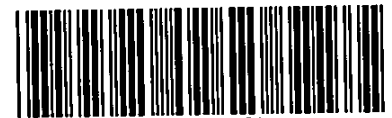
☒ **What this form is for**

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 re-
gister particulars of a charge for a Sc
company To do this, please use
form MG01s

FRIDAY



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24/02/2012

#105

COMPANIES HOUSE

1 Company details

Company number 0 6 3 8 9 8 1 1

Company name in full 101 New Bond Street Limited (the **Chargor**)

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

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 deed dated 24 February 2012 which is supplemental to a debenture dated 21 December
2007 (as amended, varied and supplemented from time to time) between the Chargor and
National Westminster Bank Plc (the **Lender**) (the **Supplemental 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 Lender under or pursuant to
the Finance Documents except for any liabilities which, if secured
by the Debenture, would result in a contravention by the Chargor
of section 151 of the Companies Act 1985 (the **Secured
Liabilities**)

Continuation page

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

Capitalised terms used but not defined in this section are defined
in the continuation sheet to this Form MG01

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Particulars of a mortgage or charge

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

Name	National Westminster Bank Plc
Address	280 Bishopsgate, London
Postcode	E C 2 M 4 R B
Name	
Address	
Postcode	

Continuation page

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

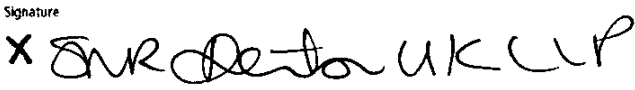
Short particulars See the MG01 Continuation Sheet attached

Continuation page

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

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Particulars of a mortgage or charge

<p>7</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
<p>Commission allowance or discount</p>	<p>Nil</p>	
<p>8</p>	<p>Delivery of instrument</p> <p>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)</p> <p>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)</p>	
<p>9</p>	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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

CH/70001 00852

Company name

SNR Denton UK LLP

Address

One Fleet Place

Post town

London

County/Region

Greater London

Postcode

E

C

4

M

7

W

S

Country

England

DX

DX 242

Telephone

02072421212



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

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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>1 Creation of Security</p> <p>The Chargor charged by way of first legal mortgage its interest in the Land referred to in the Schedule to this Form MG01</p> <p>2 Nature of Security Created</p> <p>The Security created under the Supplemental Debenture was created</p> <p>(a) as a continuing security to secure the payment and discharge of the Secured Liabilities,</p> <p>(b) in favour of the Lender, and</p> <p>(c) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the Chargor does not know and could not reasonably be expected to know about them</p> <p>3 Security to be included in Debenture</p> <p>For the purposes of the Supplemental Debenture and the Debenture, with effect from the date of the Supplemental Debenture the Security Assets shall include the property and assets of the Chargor mortgaged pursuant to the Supplemental Debenture</p> <p>4 Negative pledge</p> <p>The Chargor shall not create or permit to subsist any Security over any Security Asset except for Permitted Security</p> <p>5 Definitions</p> <p>In this Form MG01</p> <p>Act means the Law of Property Act 1925,</p> <p>Debenture means a debenture executed by the Chargor in favour of Lender on 21 December 2007 (as amended, varied and supplemented from time to time),</p> <p>Facility Agreement means the facility agreement dated 21 December 2007 as amended and restated on 26 November 2009 (as further amended, novated, varied or restated from time to time) between, among others, the Chargor and the Lender (acting through its agent, The Royal Bank of Scotland plc),</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	<p>Fee Letter means any letter or letters dated on or about the date of the Facility Agreement and any subsequent letter between PS&N (Holdings) Limited and the Lender (acting through its agent, The Royal Bank of Scotland plc) relating to the payment of the fees referred to in the Facility Agreement,</p> <p>Finance Document means the Facility Agreement, any Fee Letter, any documentation relating to any Hedging Arrangement, each Transaction Security Document and any other document designated as such by the Lender,</p> <p>Hedging Arrangement means any arrangement entered into by PS&N (Holdings) Limited and the Hedging Counterparty in connection with managing the interest rate liabilities under the Finance Documents,</p> <p>Hedging Counterparty means The Royal Bank of Scotland plc acting as agent for National Westminster Bank Plc,</p> <p>Land has the same meaning as it has in section 205(1) of the Act,</p> <p>Obligors has the meaning given to it in the Facility Agreement,</p> <p>Permitted Security means</p> <ul style="list-style-type: none"> (a) any Security entered into pursuant to any Finance Document, or (b) any lien arising by operation of law and in the ordinary course of its day-to-day trading activities in respect of any obligation which is less than 30 days overdue or which is being contested in good faith and by appropriate means <p>Security Assets means all of the assets of the Chargor which are subject of any Security created or to be created by the Debenture,</p> <p>Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect,</p> <p>Transaction Security Document has the meaning given to that term in the Facility Agreement</p> <p>Schedule – Land charged by way of legal mortgage</p> <p>Registered land</p> <p>The leasehold land known as 7 Haunch of Venison Yard London W1K 5EU which is registered under Title Number NGL919705</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	<p>Unregistered land</p> <p>Unregistered freehold land known as 101 New Bond Street, the leasehold of which is registered under Title Number 283993</p> <p>Unregistered freehold land known as 3 Haunch of Venison Yard, the leasehold of which is registered under Title Number 394583</p> <p>Unregistered freehold land known as 4-8 Haunch of Venison Yard, the leasehold of which is registered under Title Number 239305</p> <p>Unregistered freehold land known as 7 Blenheim Street and 24 Woodstock Street, the leasehold of which is registered under Title Number 267762, and</p> <p>Unregistered freehold land known as 7 Haunch of Venison Yard, London, the leasehold title to which is registered under Title Number NGL919705 (the Possessory Title Premises) but only in respect of each right, title and interest as the Chargor may have acquired from The Mayor and Commonalty and Citizens of the City of London in the Possessory Title Premises pursuant to a Transfer dated on or about the date hereof</p> <p>Each as more particularly described in the transfer dated on or around the date of the Supplemental Debenture between City of London, 101 New Bond Street Limited and the Royal Bank of Scotland plc acting as agent for National Westminster Bank Plc</p>



FILE COPY

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

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

**COMPANY NO. 6389811
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED DATED 24 FEBRUARY 2012
AND CREATED BY 101 NEW BOND STREET LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
OBLIGORS TO NATIONAL WESTMINSTER BANK PLC 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 24 FEBRUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 FEBRUARY
2012

L.C.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES