

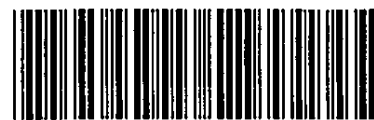
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In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge

TUESDAY



A39

03/08/2010

398

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

6 4 2 1 4 3 0

Company name in full

Ridgeford Properties (Bolsover Street) Limited
(the "Chargor")

2

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

03 00 00 07 02 00 01 00

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 made between the Chargor (1), Bolsover Street Limited (2),
Bolsover Street No 2 Limited (3), Manhattan Loft (Bolsover Street)
Limited (4) and the Agent (5) (the "Debenture")

4**Amount secured**

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

Amount secured

All liabilities of any Chargor owed or expressed to
be owed to the Finance Parties under or in
connection with the Finance Documents whether owed
jointly or severally, as principal or surety or in
any other capacity

(the "Secured Liabilities")

Continuation page

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

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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

Continuation page

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

Name The Royal Bank of Scotland plc
Address 8th Floor, 280 Bishopsgate, London
(the "Agent")

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

1 Fixed Security

As continuing security for the payment of the Secured Liabilities each Chargor with full title guarantee

(a) charged to the Agent as trustee for the Finance Parties the Property

(1) in the case of the Borrowers, by way of legal mortgage, and

(11) in the case of the Borrower Shareholders, by way of equitable mortgage,

(b) charged to the Agent as trustee for the Finance Parties any other Real Property owned by it at the date of the Debenture

(1) by way of legal mortgage, if it is the legal owner of such Real Property, and

(11) by way of equitable mortgage, if it is the beneficial owner of such Real Property,

(c) charged to the Agent as trustee for the Finance Parties by way of equitable mortgage any Real Property acquired by such Chargor after the date of the Debenture,

(d) assigned to the Agent as trustee for the Finance Parties by way of fixed security its rights and interest in the Rental Income,

(e) assigned to the Agent as trustee for the Finance Parties by way of fixed security its rights and interest in

(1) any present or future right to occupy any Real Property under licence, and

(11) rights under any present or future contract for the purchase of any Real Property and damages payable in respect of any such contract,

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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>(f) assigned to the Agent as trustee for the Finance Parties by way of equitable mortgage its rights and interest in</p> <ul style="list-style-type: none"> (i) any Investments owned by it, (ii) any Dividends in respect of any Investments, (iii) any other present or future Investment owned by a Chargor, and (iv) any Dividends in respect of any such other Investments, <p>(g) charged to the Agent as trustee for the Finance Parties by way of fixed charge its rights and interest in</p> <ul style="list-style-type: none"> (i) any Plant and Equipment, (ii) its present and future goodwill and uncalled capital, (iii) any present or future Debts owing to a Chargor, (iv) any money now or at any time after the date of the Debenture standing to the credit of any Designated Account, (v) any money now or at any time after the date of the Debenture standing to the credit of the Rental Income Account, (vi) any money now or at any time after the date of the Debenture standing to the credit of the Sale Proceeds Account, (vii) any money now or at any time after the date of the Debenture standing to the credit of the Deposits Account, (viii) any money now or at any time after the date of the Debenture standing to the credit of the Affordable Housing Sale Proceeds Account, (ix) any money now or at any time after the date of the Debenture standing to the credit of the VAT Account, (x) any money now or at any time after the date of the Debenture standing to the credit of the Current Account, (xi) any present or future insurances in respect of any Charged Property and the proceeds of such insurances, and (xii) any present or future Intellectual Property, and <p>(h) assigned to the Agent as trustee for the Finance Parties by way of fixed security its rights and interest in any Development Documents (other than the Performance Bond), the Affordable Housing Agreement and any other Sale Agreements and any guarantee or security for the performance of the same</p> <p>(i) assigned to the Agent as trustee for the Finance Parties by way of fixed security its rights and interest in the Performance Bond</p>
2	Floating Security
2 1	<p>Creation</p> <p>As continuing security for the payment of the Secured Liabilities the Chargor charged to the Agent as trustee for the Finance Parties by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Agent by way of fixed security pursuant to clause 3 (Fixed Security) of the Debenture</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>2 2 <i>Conversion</i></p> <p>Subject to clause 4 3 (Moratorium under Insolvency Act) of the Debenture, the Agent may at any time by written notice to a Chargor convert the floating charge created by clause 4 1 (Floating Charge) of the Debenture into a fixed charge as regards any assets specified in the notice if</p> <p>(a) an Event of Default has occurred, or</p> <p>(b) in the opinion of the Agent such assets are at risk of becoming subject to any Security (other than a Permitted Security) or are otherwise at risk of ceasing to be within the ownership or control of such Chargor</p> <p>2 3 <i>Moratorium under Insolvency Act</i></p> <p>The Agent shall not be entitled to convert the floating charge created by clause 4 1 of the Debenture into a fixed charge as a result only of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and schedule A1 to the Insolvency Act</p> <p>2 4 <i>Qualifying floating charge</i></p> <p>Paragraph 14(2)(a) of schedule B1 to the Insolvency Act applies to the floating charge created by clause 4 1 (Floating Charge) of the Debenture which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act 1986</p> <p>3 Negative Undertakings</p> <p>1 1 <i>Negative pledge</i></p> <p>(a) No Chargor shall create or permit to subsist any Security over any of the Charged Property other than a Permitted Security</p> <p>(b) No Chargor shall, in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset</p> <p>(i) sell, transfer or otherwise dispose of any of the Charged Property on terms under which it is or may be leased to or re-acquired by a Chargor,</p> <p>(ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms,</p> <p>(iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or</p> <p>(iv) enter into any other preferential arrangement having a similar effect</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

Definitions

"Agreement" means a loan agreement dated on or about the date of the Debenture made between the Borrowers (1), the Borrower Shareholders (2), the Banks (3) and the Agent (4),

"Assigned Agreements" means

- (a) the Performance Bond,
- (b) any other Development Documents, and
- (c) the Affordable Housing Agreement and any other Sale Agreements,

"Borrower Shareholders" means the Chargor and Manhattan Loft (Bolsover Street) Limited,

"Borrowers" means Bolsover Street Limited and Bolsover Street No 2 Limited,

"Charged Property" means, in relation to a Chargor, all assets mortgaged, charged or assigned by such Chargor by the Debenture or any Accession Deed,

"Contract Party" means any person (other than a Chargor) party to an Assigned Agreement,

"Debts" means all present and future book and other debts and rights to money and income (other than Rental Income) liquidated and unliquidated owing to a Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but not including cash at bank,

"Designated Account" means an account of a Chargor

- (a) with the Agent other than the Rental Income Account, Deposit Account, Affordable Housing Sale Proceeds Account, VAT Account or the Sale Proceeds Account, or
- (b) with any other bank which has been notified of the Banks' interest in such account and has agreed in writing not to permit withdrawals from such account except with the written consent of the Agent,

"Dividends" means all dividends, interest and other money payable in respect of the Investments,

"Insolvency Act" means the Insolvency Act 1986,

"Intellectual Property" means all present and future rights of a Chargor in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing,

"Investment" means any present and future

- (a) stock, share, bond or any form of loan capital of or in any legal entity,
- (b) unit in any unit trust or similar scheme,
- (c) warrant or other right to acquire any such investment,

owned by a Chargor and any income, offer, right or benefit in respect of any such investment,

"LPA" means the Law of Property Act 1925,

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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

"**Performance Bond**" means the performance bond dated on or about the date of the Debenture procured by the Contractor in favour of the Borrowers in the form annexed to the Building Contract and any replacement of the same

"**Plant and Equipment**" means any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible mortgage property which are not Real Property.

"**Property**" means the land known as The Royal Orthopaedic Hospital Site, Bolsover Street/Greenwell Street, London W1 registered at the Land Registry with freehold title absolute under title numbers 301101, 432054 and 417544, and

"**Unenforceable**" means void, voidable, invalid, unenforceable or otherwise irrecoverable (whether or not known to any Finance Party or Chargor) and "**Unenforceability**" will be

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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

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 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 Taylor Wessing 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 URMG/UPWG

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. 6421430
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 30 JULY 2010
AND CREATED BY RIDGEFORD PROPERTIES (BOLSOVER
STREET) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM ANY CHARGOR TO THE FINANCE
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
3 AUGUST 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 AUGUST 2010



Companies House
— for the record —

Dx



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