

MG01

Particulars of a mortgage or charge

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Oyez

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

THURSDAY



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02/06/2011

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COMPANIES HOUSE

For official use

1

Company details

Company number

01608381

Company name in full

Woburn Estate Company Limited (the "**Chargor**")

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

26/05/2011

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 (the "**Legal Charge**")

4

Amount secured

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

Amount secured

The Mortgagor's liabilities to the Bank (present, future, actual or
contingent and whether incurred alone or jointly with another)
and include (without limitation)

Interest at the rate charged by the Bank, in accordance with the
facilities agreement between the Bank and the Trustees dated 26
May 2011 (the "**Facilities Agreement**") (as such document may
be amended, varied, restated, supplemented, substituted,
replaced or novated from time to time), and

Any expenses the Bank or a receiver incurs (on a full indemnity
basis and with Interest from the date of payment) in connection
with the Property or in taking, perfecting, protecting, enforcing
or exercising any power under the Legal Charge

(together the "**Obligations**")

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 (company number SC090312)

Address 36 St Andrew Square

Edinburgh (the "Bank")

Postcode E H 2 2 Y 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 paragraph numbers in this Part 6 correspond to the relevant clause numbers of the Legal Charge

2. Charge

The Chargor, as a continuing security for the Obligations and with full title guarantee

2 1 charges to the Bank all legal interest in the Property, by way of legal mortgage

2 2 gives to the Bank a fixed charge over any of the following property of the Chargor, whether owned now or in the future

2 2 1 any other interest in the Property

2 2 2 all rents receivable from any lease granted out of the Property

2 2 3 all the goodwill of the Chargor's business carried on at the Property

2 2 4 the proceeds of any insurance affecting the Property

2 2 5 all fixtures and fittings not forming part of the Property

2 2 6 all plant and machinery at the Property, including any associated warranties and maintenance contracts

2 2 7 all furniture, furnishings, equipment, tools and other goods kept at the Property, that are not regularly disposed of in the ordinary course of business

3. Restrictions

Save as permitted under the Facilities Agreement, the Chargor will not, without the Bank's consent

(Please see MG01 continuation sheet)

MG01 - continuation page

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

3 1 permit or create any mortgage, charge or lien on the Property.

3 2 dispose of the Property,

3 3 grant, or accept a surrender of, any lease or licence of the Property or consent to a tenant assigning or sub-letting, or

3 4 part with or share possession or occupation of the Property

10. Preservation of other Security and Rights and Further Assurance

10 1 The Legal Charge is in addition to any other security for the Chargor's Obligations held by the Bank now or in the future. The Bank may consolidate the Legal Charge with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or the Bank's other rights

10 2 On request, the Chargor will execute any deed or document, or take any other action required by the Bank, to perfect or protect the Bank's security under the Legal Charge

In this MG01:

"**Mortgagor**" means the Trustees together acting in their capacity (and no other capacity whether personal or as trustees of any other trust) as trustees of the Peerage Fund

"**Peerage Fund**" means The Bedford Estates 1971 Principal Settlement (The Peerage Fund)

"**Property**" means each property as described in the Schedule (The Property) to the Legal Charge as set out in Appendix 1 to this MG01. References to "**Property**" include any part of it and the other assets charged by Clause 2 of the Legal Charge

"**Trustees**" means The Right Honourable David Baron Wolfson of Sunningdale, The Honourable Charles William Cayzer, James Fitzroy Dean and Robert Waley-Cohen in their capacity as trustees of the Peerage Fund

Appendix 1 - The Property

- 1 Bedford Court Mansions
- 2 21/22, 25/26, 28/29 Montague Street, London
- 3 26 Morwell Street, London
- 4 Ridgemount Gardens, London
- 5 Tavistock Court, 25-28 Tavistock Square, London
- 6 Endsleigh Court, 18/24 Upper Woburn Place, London
- 7 28 Bedford Place, London
- 8 29 Bedford Place, London
- 9 38 Bedford Place, London
- 10 11 Gower Mews, London
- 11 12 Gower Mews, London
- 12 12a Gower Mews, London
- 13 14 Gower Mews, London
- 14 15/16 Gower Mews, London
- 15 17 Gower Mews, London
- 16 18 Gower Mews, London

(Please see MG01 continuation sheet)

MG01 - continuation page

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	
17	19 Gower Mews, London
18	20 Gower Mews and Garages at 11-20, London
19	27 Gower Street, London
20	33 Gower Street, London
21	85 Gower Street, London
22	43-45 Gower Street, London
23	51 Gower Street, London
24	53 Gower Street, London
25	59 Gower Street, London
26	61 Gower Street, London
27	30 Bedford Place, London
28	37/41 Gower Street, London
29	75/81 Southampton Row, London
30	10 Bayley Street, London
31	3 Gower Street, London
32	21/23 Bedford Place, London
33	24/27 Bedford Place, London
34	31/32 Bedford Place, London
35	34/37 Bedford Place, London
36	39/40 Bedford Place, London
37	13/15 Gower Street (Staunton Hotel), London
38	17/25 Gower Street (Academy Town House Hotel), London
39	29/31 Gower Street (Langland Hotel), London
40	57 Gower Street (Gower House Hotel), London
41	63 Gower Street (Jesmond Hotel)
42	65 Gower Street (Ridgmount Hotel), London
43	67 Gower Street (Ridgmount Hotel), London
44	69 Gower Street (Garth Hotel), London
45	71 Gower Street (Regency House Hotel), London
46	73 Gower Street (Hotel Cavendish), London
47	75 Gower Street (Hotel Cavendish), London
48	77 Gower Street (Arran House Hotel), London
49	79 Gower Street (Arran House Hotel), London
50	83 Gower Street (Arosia Hotel), London
51	12-20 Montague Street (Montague Hotel), London
52	23/24 Montague Street (Ruskin Hotel), London
53	11/13 Bayley Street (My Hotel), London
54	8/11 Upper Woburn Place (County Hotel), London
55	28 Bedford Square, London
56	34/36 Bedford Square, London
57	37 Bedford Square, London
58	39 Bedford Square, London
59	Bloomsbury Square Garden and Car park, London
60	48/49 Russell Square, London
61	50/51 Russell Square, London
62	1/6 Tavistock Square, Tavis House, London
63	7/12 Tavistock Square, Lynton House, London
64	20/24 Tavistock Square, Woburn House, London
65	52/62 New Oxford Street and 2/10 Bloomsbury Street, London
66	12/18 Bloomsbury Street, London
67	35 Gower Street (Hostel), London
68	27 Montague Street (Museum Hostel), London
69	47/49 Gower Street, London

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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 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 Osborne Clarke .

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
RWW/0957281

Company name
Osborne Clarke

Address
1 London Wall

London

Post town

County/Region

Postcode
E C 2 Y 5 E B

Country

DX
DX 466 LDE

Telephone
+44 (0) 20 7105 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. 1608381
CHARGE NO. 11

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 26 MAY
2011 AND CREATED BY WOBURN ESTATE COMPANY LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE MORTGAGOR TO THE ROYAL BANK OF SCOTLAND PLC
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 2 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 JUNE 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES