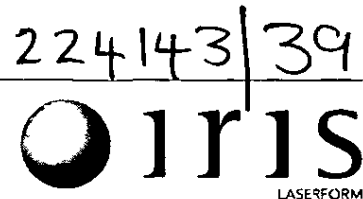


MG01

Particulars of a mortgage or charge



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**
You cannot use this
particulars of a charge
company. To do this
form MG01s

FRIDAY



A43 04/11/2011 140
COMPANIES HOUSE

lease
or uk

1 Company details

Company number 0 7 1 4 0 5 8 5

Company name in full Redbury Limited

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 ✓ d2 d6 m1 m0 y2 y0 y1 y1

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 dated 26 October 2011 granted by Redbury Limited in favour of Bank of Scotland plc
(the "Legal Charge")

4 Amount secured

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

Amount secured All and any money and liabilities which shall from time to time (and
whether or not at any time after demand) be due, owing or incurred in
whatsoever manner to BoS by the Borrower under the Facility Letter
(the "Secured Liabilities")

Capitalised terms are defined in the Continuation Pages to Section 6
of this Form MG01

Doc no 2777758

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

MG01

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	Bank of Scotland plc	
Address	3rd Floor Princess House	
	1 Suffolk Lane, London	
Postcode	E C 4 R 0 A X	
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	<p>In this Section 6 reference to Clauses are to Clauses of the Legal Charge unless otherwise specified. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.</p> <p>The Continuation Pages to this Section 6 refer to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Legal Charge and which must be read as part of those charges.</p> <p>Particulars of property mortgaged or charged</p> <p>1 Under Clause 3, the Charging Company with full title guarantee charged to BoS as security for the Secured Liabilities</p> <p>1 1 by way of legal mortgage the Property as described below, together with all present and future buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property</p> <p>the freehold property known as Bar Latina, 669, 671 and 673 High Road, Tottenham, London N17 0AP registered at HM Land Registry under Title Number EGL159218,</p> <p>1 2 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property,</p> <p>1 3 by way of fixed charge all plant, machinery and other items attached to and forming part of the Property on or at any time after the Legal Charge Date,</p> <p>Continued on Continuation Page 1</p>	

MG01

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

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 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 *Hogan Lovells International LLP*

X

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

MG01

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 F1DAG/TSEAS/19558 09089

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



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

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	<p>Continuation Page 1</p> <p>1 4 by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Charging Company relating to them to hold to BoS absolutely subject to redemption upon repayment of the Secured Liabilities,</p> <p>1 5 by way of fixed charge all rights and interests in and claims made under any insurance policy relating to any of the property charged under the Legal Charge, and</p> <p>1 6 by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the Legal Charge Date on or in or used in connection with the Property or the business or undertaking conducted at the Property</p> <p>Covenants and Restrictions contained in the Legal Charge</p> <p>2 All of the provisions of the Conditions shall be deemed to apply to the Legal Charge as though they were set out in the Legal Charge in full</p> <p>3 By Clause 5 (<i>The Owner's Leasing Powers</i>) of the Conditions, the Charging Company agreed not without the prior written consent of BoS</p> <p>3 1 to grant or accept the surrender of any lease or tenancy of all or part of the Property whether under the powers given by Sections 99 and 100 of the Law of Property Act 1925 or otherwise, or</p> <p>3 2 extend, renew, vary or terminate any lease or tenancy granted by the Charging Company or his predecessors in title in favour of any third party of all or part of the Property, or</p> <p>3 3 give any consent to transfer or underlet any such lease or tenancy, or</p> <p>3 4 to give up the possession of all or any part of the Property or grant any licence or right to occupy all or any part of the Property, or</p> <p>3 5 to agree to do any of such things</p> <p>4 By Clause 7 (<i>The Borrower's and the Chargor's Obligations</i>) of the Conditions the Charging Company agreed with BoS as follows</p> <p>4 1 Not to create or attempt to create or allow to be created or to exist any charge (whether fixed or floating) or lien of any kind over the Property (except in favour of BoS) without the prior written consent of BoS</p> <p>4 2 Not to sell, transfer, lease or otherwise dispose of all or any part of the Property, or agree to do so, whether at law or in equity, without the prior written consent of BoS</p> <p>4 3 Not, without the prior written consent of BoS, to make any structural alteration to any buildings or other erections on the Property or to apply for any planning consent for the development or change of use of the Property and not to do or allow or omit to be done anything which might adversely affect the value or marketability of the Property</p> <p>4 4 To enforce the prompt payment of the rents payable by any tenant, licensee or occupant of all or any part of the Property and to ensure that such tenant, licensee or occupant complies with all of the terms of any agreement under which he so leases or occupies the Property</p>

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

- 4 5 Not allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of the Property (or any part thereof) or create or permit to arise any overriding interest (as specified in Schedule 1 or Schedule 3 to the Land Registration Act 2002) affecting the Property (or any part thereof)

Definitions

In this Form MG01 the following expressions shall have the meanings respectively set out below

"BoS" means Bank of Scotland plc and also any person

- (i) who claims any title to or interest in the Legal Charge,
- (ii) to whom BoS's interest in all or part of the Legal Charge is transferred, or
- (iii) to whom the business of BoS is transferred,

"Borrower" means Tottenham Hotspur Property Co Limited (Company Number 06279820), having its registered office at Bill Nicholson Way, 748 High Road, London N17 0AP,

"Charging Company" means Redbury Limited, registered in England and Wales with number 07140585,

"Conditions" means BoS's Commercial Charge Conditions (2007 Edition),

"Facility Letter" means the facility letter dated 19 October 2007 (as amended and restated on 4 January 2010 and 13 September 2010 and as further amended and restated on 26 October 2011) between the Borrower and BoS, as such facility letter may be varied, amended, restated, supplemented or novated from time to time,

"Legal Charge Date" means 26 October 2011,

"Property" means the freehold property known as Bar Latina, 669, 671 and 673 High Road, Tottenham, London N17 0AP registered at HM Land Registry under Title Number EGL159218,

"Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Charging Company pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses, and

"Secured Liabilities" means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Borrower under the Facility Letter



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7140585
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 26
OCTOBER 2011 AND CREATED BY REDBURY LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO 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 4 NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 NOVEMBER
2011

De



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES