

MG01

Particulars of a mortgage or charge

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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 reg
particulars of a charge for a Sc
company To do this, please us
form MG01s

THURSDAY



SCT *S1E8ENGW* 299
16/09/2010
COMPANIES HOUSE

1 Company details		2 For official use
Company number	0 7 1 4 0 5 8 5	
Company name in full	Redbury Limited (the "Company")	Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
3 Date of creation of charge		
Date of creation	01 03 2009 20 01 10	
4 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 among the Company, the Borrower and Bank of Scotland plc ("Bos") dated 13 September 2010 (the "Debenture")	
5 Amount secured		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	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 (the "Secured Liabilities"). See continuation page for definitions.	
		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

Bank of Scotland plc (SC327000) ("Bos")

Address

The Mound, Edinburgh

Postcode

E H 1 1 Y Z

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

Please see continuation page.

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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 <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, 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 X <i>David Smith</i> X 16/9/10 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

AMA/ADCF/BOS001.4714

Company name

Dundas & Wilson CS LLP

Address

Saltire Court

20 Castle Terrace

Edinburgh

Post town

County/Region

Postcode

E H 1 2 E N

Country

DX

Telephone

0131 228 7886



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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4	Amount secured	
Please give us details of the amount secured by the mortgage or charge		
Amount secured	<p>Definitions</p> <p>The following terms used in this form MG01 shall have the following meanings:</p> <p>Accounts means those bank accounts in the name of the Company held with BoS, further details of which are specified in Schedule 2 to the Debenture;</p> <p>Assets means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company,</p> <p>Borrower means Tottenham Hotspur Property Co Limited (Company Number 06279820), having its registered office at Bill Nicholson Way, 748 High Road, London N17 0AP.</p> <p>Facility Letter means the facility letter dated 19 October 2007 between the Borrower and BoS pursuant to which BoS has made facilities of up to £75,000,000 available to the Company, as such facility letter may be varied, amended, restated, supplemented or novated from time to time;</p> <p>Fixed Charge Asset means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clause 2 1, 2 2, 2 3 of the Debenture (as set out at paragraphs 1 1, 1.2 and 1.3 above) or (with effect from the date of its creation) any security created pursuant to clause 2 11 of the Debenture,</p> <p>Group means the Borrower and any Subsidiaries and "Group Company" shall be construed accordingly,</p> <p>Properties has the meaning given to such term in the Facility Letter;</p> <p>Property Acquisition Agreement means any agreement entered into by the Borrower or any Group Company for the purposes of acquiring the Properties;</p> <p>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; and</p> <p>Subsidiary means, in respect of any company, person or entity, any company, person or entity directly or indirectly controlled by such company, person or entity (including any Subsidiary acquired after the date of this Debenture) and "Subsidiaries" shall mean all or any of them, as appropriate.</p>	

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Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

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Address

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Name

Address

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Name

Address

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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 Charging Provisions</p> <p>1 1 The Company with full title guarantee charges to BoS as a continuing security for the payment or discharge of the Secured Liabilities:-</p> <p>(1) by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule 1 of the Debenture (as set out below) together with all present (as at the date of the Debenture) and future buildings, and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property,</p> <p>(2) by way of fixed charge -</p> <p>(a) all estates or interests in any freehold or leasehold property belonging to the Company at the date of the debenture or at any time after the date of the Debenture (other than any property charged in terms of clause 2.1.1 of the Debenture, as set out at paragraph (1) above) together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property;</p> <p>(b) all present (as at the date of the Debenture) and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land;</p> <p>(c) the benefit of all other agreements relating to land which the Company was, at the date of the Debenture, or may become party or otherwise entitled;</p> <p>(d) all plant and machinery of the Company at the date of the Debenture or in the future attached to property which is charged by the provisions of clause 2.1 of the Debenture (as set out in this paragraph 1.1),</p> <p>(e) all present (at the date of the Debenture) and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,</p>	

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) all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by clause 2 1.2(e) of the Debenture (as set out in paragraph 1.1(2)(e) above), whether by way of dividend, distribution, interest or otherwise;</p> <p>(g) all rights and interests in and claims under all insurance contracts or policies at the date of the Debenture or in the future held by or insuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies);</p> <p>(h) all rights and interest and claims under all other insurance or assurance contracts or policies at the date of the Debenture or in the future held by or insuring to the benefit of the Company (including all money payable under them);</p> <p>(i) all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case at the date of the Debenture or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights;</p> <p>(j) the benefit of all agreements and licences at the date of the Debenture or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in clause 2.1.2(1) of the Debenture (as set out in paragraph 1.1(2)(1) above) but owned by others,</p> <p>(k) all the Company's rights at the date of the Debenture or in the future in relation to trade secrets, confidential information and know how in any part of the world;</p> <p>(l) all present (at the date of the Debenture) and future book debts of the Company,</p> <p>(m) all other present (at the date of the Debenture) and future debts or monetary claims of the Company against third parties (excluding those charged under clause 2.1 2(g) or 2.1.2(h) of the Debenture (as set out in paragraphs 1.1(2)(g) and (h) above) or arising on fluctuating accounts with other Group Companies),</p>	

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<div style="border: 1px solid black; padding: 2px; text-align: center;">6</div> Short particulars	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged <p>(n) the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets,</p> <p>(o) all monies held from time to time in the Accounts together with all present (at the date of the Debenture) and future bank accounts held with BoS, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest), and</p> <p>(p) all rights, money or property accruing or payable to the Company at the date of the Debenture or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of clause 2.1 of the Debenture, and</p> <p>(q) all the Company's goodwill and uncalled capital for the time being.</p> <p>(3) by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by clause 2 of the Debenture, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in clause 2 1 2 of the Debenture (as set out at paragraph 1.1 (2) above)</p> <p>1.2 The Company with full title guarantee hereby assigns as a continuing security for the payment or discharge of the Secured Liabilities in favour of BoS (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities):</p> <p>1.2 1 all the right, title and interest of the Company in and to any interest rate hedging agreements at the date of the Debenture or in the future entered into with any person; and</p> <p>1 2.2 (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to:</p> <p>(a) any Property Acquisition Agreement; and</p> <p>(b) any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created</p> <p>1 3 To the extent that any such right, title and interest as is referred to in clause 2.2 of the Debenture (as set out at paragraph 1.2 above) is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities</p>

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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 4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the charges created by or pursuant to the Debenture.</p> <p>SCHEDULE 1</p> <p>Freehold and Leasehold Property</p> <p>N/A</p> <p>SCHEDULE 2</p> <p>The Accounts</p> <p>N/A</p>



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. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 13
SEPTEMBER 2010 AND CREATED BY REDBURY LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
BORROWER TO BANK OF SCOTLAND PLC (BOS) 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 SEPTEMBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 SEPTEMBER
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES