

# M

**CHFP131**

COMPANIES FORM No. 395

**Particulars of a mortgage or charge**

094822/13.

**395**

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use Company number

7

922947

Name of company

\*insert full name of Company

Churchill Group Limited (the "Company")

Date of creation of the charge

22 August 2006

Description of the instrument (if any) creating or evidencing the charge (note 2)

Supplemental Debenture (the "Deed")

Amount secured by the mortgage or charge

The Liabilities as defined in the Principal Charge, being all monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from each Obligor to the Finance Parties (as defined in the Facility Agreement) whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety (the "Liabilities").

Names and addresses of the mortgagees or persons entitled to the charge

Barclays Bank PLC (the "Security Trustee")  
54 Lombard Street  
London

Postcode EC3P 3AH

Presentor's name address and reference (if any):

Berwin Leighton Paisner LLP  
Adelaide House  
London Bridge  
London, EC4R 9HA  
DX 92 London  
Tel: 020 7760 1000

Ref: EPER/B0354.204 5328338.02

Time critical reference

For official Use  
Mortgage Section

Post room



LD3  
COMPANIES HOUSE

480  
25/08/2006

Short particulars of all the property mortgaged or charged

By way of legal mortgage the Property.

NOTES

- 1 The Deed incorporates a provision from the Principal Charge that the Company shall execute and do at its own cost and in such form as reasonably required by the Security Trustee such further additional mortgages, charges, assignments, transfers and conveyances and such assurances, deeds, documents, acts and things as the Security Trustee may reasonably require to perfect or protect the security created by the Deed and/or to facilitate or effect any dealing with the Property in connection with the Deed.
- 2 The Deed contains or incorporates from the Facility Agreement or the Principal Charge the following definitions:

*Borrower* means Havana Holdings (UK) Limited;

*Chargor* means Havana Holdings (UK) Limited, Primeairo Limited, International Hoteliers (UK) Limited and Churchill Group Limited and any reference to "*Chargor*" shall mean any of them;

Please do not  
write in this  
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Please  
complete  
legibly,  
preferably in  
black type, or  
bold block  
lettering

Particulars as to commission allowance or discount (note 3)

A fee is payable  
to Companies  
House in respect  
of each register  
entry for a  
mortgage or  
charge.  
(see Note 5)

Signed Seun Keyan Law CP Date 24/08/2006

On behalf of company ☐ mortgagee ☒ chargee ☐

☐ delete as  
appropriate

Notes

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg. "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;  
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or  
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,  
  
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. A fee of £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Order are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ.

CHFP131

## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
binding margin

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

Please complete  
*legibly, preferably in  
black type, or bold  
block lettering*

Company Number

00922947

\* delete if  
inappropriate

Name of Company

Churchill Group

Limited\*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not write  
in this binding  
margin

Please complete  
legibly, preferably  
in black type, or  
bold black  
lettering

Please do not write  
in this binding  
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Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Please complete  
legibly, preferably  
in black type, or  
bold black  
lettering

*Facility Agreement* means a facility agreement dated on or around the date of the Principal Charge and made between Barclays Bank Plc (as Agent, Security Trustee and Hedging Counterparty as defined in the Facility Agreement) (1), Barclays Capital (as Arranger) (2), the Borrower (3), Churchill Group Limited (4), Primeairo Limited (5) and International Hoteliers (UK) Limited (6) and any letter, agreement, charge, deed or other instrument entered into under or supplemental to it;

*Obligors* means the Borrower and each Chargor;

*Principal Charge* means a debenture dated 6 June 2006 between Havana Holdings (UK) Limited, Primeairo Limited, International Hoteliers (UK) Limited, and Churchill Group Limited (1) and the Security Trustee (2); and

*Property* means the lease dated 2 February 1973 made between A Peachey and Company Limited (1) and Loew's (Great Britain) Limited (2) registered with leasehold title at the Land Registry under title number NGL221828.

Please complete  
legibly, preferably in  
black type, or bold  
block lettering

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00922947

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE DATED THE 22nd AUGUST 2006 AND CREATED BY CHURCHILL GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO THE FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st AUGUST 2006.

*P.D.M.*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES