

M

CHFP025

Please do not  
write in  
this margin

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

\*insert full name  
of Company

**COMPANIES FORM No. 395**

**Particulars of a mortgage or charge**

395

214557/13

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

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

For official use

Company number

13

01774813

Name of company

\* Wyndeham Masterpiece Limited (the "Company")

Date of creation of the charge

5 December 2008

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

Full Form Debenture (the "Charge")

Amount secured by the mortgage or charge

- (a) the Secured Monies, which at the date of the Charge or thereafter shall be due, owing and payable to Leumi, in accordance with the terms of the transaction, security, instrument or other obligation giving rise to the Company's indebtedness to Leumi, including those under the Agreement; and
- (b) to discharge all obligations and liabilities, whether actual, accruing or contingent, at the date of the Charge or thereafter due, owing or incurred to Leumi by the Company, in whatever currency denominated and on whatever account and howsoever arising, whether alone or jointly and in whatever style, name or form and whether as principal or surety.

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

Leumi ABL Limited (Company Number 00620951) whose registered office is at  
20 Stratford Place, London ("Leumi").

Postcode W1C 1BG

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

Hammonds LLP  
7 Devonshire Square  
London  
EC2M 4YH

MED/JH6/LEU.006-0061

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

FRIDAY



A12

\*AY7GZ5SR\*

19/12/2008

115

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

By clause 4.1 of the Charge, with full title guarantee the Company at the date of the Charge gives the following mortgages and charges in Leumi's favour, namely:

- (a) a legal mortgage on the Properties (if any) specified in Schedule 2 to the Charge;
- (b) a legal mortgage on all Properties (other than any Properties specified in Schedule 2 to the Charge) owned by the Company at the date of the Charge or in which it has an interest;

See Addendum 4/4

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

18 December 2008

On behalf of ~~XXXXXX XXXXXXXX~~ [chargee] †

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

† 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 £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Company number

01774813

Name of company

\*insert full name  
of Company

\* Wyndeham Masterpiece Limited (the "Company")

Addendum 1/4

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

Addendum 2/4

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

Addendum 3/4

3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

By clause 4.1 of the Charge, as security for the payment of the Secured Monies, the Company with full title guarantee now gives the following mortgages and charges in Leumi's favour, namely:

- (c) a fixed charge on all of the following assets, whether at the date of the Charge or thereafter belonging to the Company:
  - (i) the freehold and leasehold properties of the Company not effectively mortgaged under clauses 4.1(a) and 4.1(b) of the Charge including such as may at the date of the Charge or thereafter be acquired;
  - (ii) all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to the property subject to the legal mortgages under clauses 4.1(a) and 4.1(b) of the Charge and all spare parts, replacements, modifications and additions for or to the same;
  - (iii) any other freehold and leasehold property which the Company shall own together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to such property and all spare parts, replacements, modifications and additions for or to the same;
  - (iv) all Equipment (if any) listed in Schedule 4 to the Charge and the benefit of all contracts and warranties relating to the same;
  - (v) all Equipment, (other than Equipment specified in Schedule 4 to the Charge), and the benefit of all contracts and warranties relating to the same;
  - (vi) all the Company's goodwill, unpaid and/or uncalled capital;
  - (vii) all the Company's Intellectual Property;

Name of company

\*insert full name  
of Company

\* Wyndeham Masterpiece Limited (the "Company")

- (viii) all the Company's Securities;
- (ix) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any Subsidiary of the Company or a member of its Group;
- (x) all amounts realised by an administrator or liquidator of the Company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986
- (d) a fixed charge upon all or any of the following assets, whether in existence at the date of the Charge or coming into existence thereafter:
  - (i) all documents of title to any item of property which at any time and for any purpose has been or may be deposited with Leumi;
  - (ii) the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph;
  - (iii) any account in the Company's name under Leumi's control or operated in accordance with Leumi's directions.
- (e) a fixed charge on all the Company's Non-Vesting Receivables, at the date of the Charge or thereafter;
- (f) a fixed charge on the Company's Other Receivables, at the date of the Charge or thereafter;

By clause 4.2 of the Charge, the Company, with full title guarantee, hereby charges to Leumi by way of first floating charge as a continuing security for the payment and discharge of the Secured Monies the Company's undertaking and all its property, assets and rights whatsoever and wheresoever both at the date of the Charge and thereafter other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clauses 4.1(a) to 4.1(f) of the Charge or otherwise pursuant to the Charge but including (without limitation and whether or not so effectively charged) any of the Company's property and assets situated in Scotland.

By clause 4.3 of the Charge, the provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 apply to the floating charge in clause 4.2 of the Charge which shall be enforceable at any time on or after the Company failing to meet any demand made under clause 8 of the Charge or, if earlier, the Enforcement Date, save that nothing in the Charge shall cause any charge to become enforceable whilst the Company is subject to a Moratorium.

By clause 4.4 of the Charge, if Leumi shall enforce any of the above charges then the floating charges created by this Charge shall immediately and without further formality become fixed charges. However, Leumi may also at any time give written notice to the Company immediately converting all or any of the floating charges into fixed charges in respect of the whole or any part of the Mortgaged Property subject to such floating charges.

By clause 4.6 of the Charge, so far as permitted by law and notwithstanding anything expressed or implied in the Charge, if the Company:

- (a) creates or attempts to create any Encumbrance over all or any of the Mortgaged Property without Leumi's prior written consent, or
- (b) if any person levies or attempts to levy any distress, execution, sequestration or other process or does or attempts to do any diligence in execution against any of the Mortgaged Property,

Company number

01774813

Name of company

\*insert full name  
of Company

\* Wyndeham Masterpiece Limited (the "Company")

the floating charge created by clause 4.2 of the Charge over the property or asset concerned shall thereupon automatically without notice be converted into a fixed charge.

By clause 4.7 of the Charge, so far as permitted by law and notwithstanding anything expressed or implied in the Charge, upon the occurrence of any event described at:

- (a) clause 8.1(e) of the Charge; or
- (b) clause 8.1(m) of the Charge

the floating charges created by the Charge shall, unless otherwise agreed by Leumi in writing, automatically and without notice be converted into fixed charges.

By clause 4.8 of the Charge, notwithstanding anything expressed or implied in the Charge but without prejudice to clauses 4.1(f) and 4.2 of the Charge, Leumi shall be entitled at any time by giving notice in writing to that effect to the Company to convert the floating charge over all or any part of the Mortgaged Property into a fixed charge as regards the assets specified in such notice.

#### THE COMPANY'S OBLIGATIONS

By clause 5 of the Charge, the Company agrees with Leumi that, whilst the Charge exists, the Company:

- (a) will deal with the Non-Vesting Receivables and their Associated Rights as if they were Receivables and their Associated Rights purchased by Leumi under the Agreement and in particular will not bank or deal with Remittances in respect of them except by dealing with them in accordance with the Agreement;
- (b) will not sell, transfer, lease, licence or dispose of the Mortgaged Property subject to the floating charges in the Charge, except by way of sale at full value in the ordinary course of its business being carried on at the date of the Charge;
- (c) will not sell, transfer, lease, license or dispose of the Mortgaged Property subject to the fixed charges in the Charge without Leumi's prior written consent but such restriction shall not prohibit the disposal of an asset (other than freehold or leasehold property) for the purpose of its immediate replacement, modification, repair and/or maintenance;
- (d) will collect the Company's Other Receivables in the ordinary course of its business as agent for Leumi in a proper and efficient manner and pay into such account as Leumi may from time to time specify all moneys which the Company may receive in respect of the Other Receivables forthwith on receipt, the Company acknowledges that it may not, without Leumi's prior written consent, withdraw any such moneys from such account or compromise, compound, vary, discharge, postpone or release any of the Other Receivables or waive the Company's right of action in connection therewith or do or omit to do anything which may delay or prejudice the full recovery thereof;
- (e) in addition to any other restrictions contained in clause 5.1 of the Charge will only deal with the Equipment subject to the charge contained in clause 4.1(c)(iv) of the Charge on the following terms:
  - (i) will not dispose, lease or otherwise deal with such Equipment until the Company has applied for Leumi's consent in the form set out in Part 1 of Schedule 5 to the Charge, and received consent in the form set out in Part 2 of Schedule 5 to the Charge; and
  - (ii) will pay any monies received from the disposition, leasing or other dealing permitted by Leumi in accordance with paragraph (a) above into such bank account under Leumi's control as

Name of company

\*insert full name  
of Company

\* Wyndeham Masterpiece Limited (the "Company")

Leumi may specify or as otherwise directed by Leumi;

- (f) will execute an assignment of the Company's Other Receivables in Leumi's favour in such form as Leumi require, whenever Leumi so demands;
- (g) will not, charge, sell, discount, factor, dispose of or, except in accordance with the Charge, otherwise deal with the Company's Other Receivables unless the Company has Leumi's prior written consent;
- (h) will grant Leumi or their solicitors on request all reasonable facilities to enable Leumi or their solicitors to carry out, at the Company's expense, such investigation of title to the Mortgaged Property and enquiries about it as would be carried out by a prudent mortgagee;
- (i) will use the Company's best endeavours to detect any infringement of its rights to the Intellectual Property; if aware of such infringement, will immediately give Leumi all information available to the Company about such infringement and will commence and diligently prosecute (or permit Leumi in the Company's name but at the Company's expense to commence and prosecute) all proceedings necessary to prevent such infringement or to recover damages;
- (j) will do everything needed to ensure that the Intellectual Property, to which the Company is or may become entitled, is valid and subsisting and remains owned by the Company and will take all such actions and proceedings as are necessary to protect such Intellectual Property; if any such Intellectual Property shall at any time lapse or become void, will do everything necessary to restore such Intellectual Property to the Company;
- (k) will comply in all material respects with all laws concerning the Mortgaged Property and every notice, order, direction, licence, consent, permission lawfully made or given in respect of it and likewise with the requirements of any competent authority;
- (l) will duly and promptly pay all monies which may become due in respect of any of the Securities; (it being acknowledged by the Company that Leumi shall not incur any liability whatsoever for such monies;)
- (m) forthwith upon the execution of the Charge will deposit with Leumi all certificates or documents of title in respect of the Securities, together as appropriate with duly executed instruments of transfer or assignments thereof in blank; (it being acknowledged that Leumi shall at any time be entitled to have any of the Securities registered either in its name or the name of any nominee(s) selected by Leumi;)
- (n) will ensure the delivery or payment to Leumi of all stocks, shares, Securities, rights, monies or other property accruing, offered or issued at any time by way of bonus, redemption, exchange, purchase, substitution, conversion, preference, option or otherwise in respect of any Securities or the certificates or other documents of title to or representing the same, together with executed instruments of transfer or assignments in blank; (it being acknowledged that Leumi may arrange for any of them to be registered either in its name or the name of any nominee(s) selected by Leumi);
- (o) (without prejudice to clauses 5.1(b) and 5.1(c) of the Charge, will not sell, transfer, lease licence, part with possession or dispose of or grant any interest in or relating to the Company's goodwill including (without limitation) diverting or encouraging the diversion of any sales following orders from customers, to any of the Company's Subsidiaries or the Company's holding company (as defined in section 736 of the Companies Act 1985) or any of its associates (as defined in section 435 of the Insolvency Act 1986) or any other party;
- (p) if the Company is a limited company, will not reduce its issued share capital, nor write off or release

Company number

01774813

Name of company

\*insert full name  
of Company

\* Wyndeham Masterpiece Limited (the "Company")

any part of such capital which is uncalled.

**THE COMPANY'S ADDITIONAL OBLIGATIONS**

By clause 6.1, the Company agrees that, at all times during the continuance of the Charge, the Company:

- (a) will carry on its business in a proper and efficient manner and will not make any material alteration to its business, constituting a change from that carried on at the date of the Charge;
- (b) will punctually pay all outgoings payable in respect of the Mortgaged Property and will promptly produce the receipts for them to Leumi upon request;
- (c) will keep all the Company's freehold and leasehold property in good and substantial repair and will allow Leumi free access, at all reasonable times, to view the state and condition of any such property, but without Leumi becoming liable to account as a mortgagee in possession;
- (d) will observe and perform all the lessee's covenants in any lease under which any of the Mortgaged Property may be held and will take no action which might lead to such lease being surrendered or forfeited;
- (e) will allow Leumi, at the Company's expense, to carry out repairs or take any action which we shall reasonably consider necessary should the Company fail to observe or perform its obligations as a lessee;
- (f) will not exercise the powers of leasing or accepting surrenders of leases, conferred on a mortgagee in possession by Sections 99 and 100 of the Law & Property Act 1925, or any other powers of leasing or accepting surrenders of leases, without Leumi's prior written consent;
- (g) will make sure that an order of the Court is obtained, under Section 38(4) of the Landlord and Tenant Act 1954, excluding the security of tenure provisions of that Act, before granting any lease;
- (h) will insure and keep insured those parts of the Mortgaged Property as are of an insurable nature against loss or damage by fire and other risks usually insured against and such other risks that Leumi shall reasonably require to their full insurable value with insurers approved by us;
- (i) will make sure that all the Company's insurance policies will be endorsed with notice of Leumi's interest in them and will produce to Leumi the receipts for each current premium within fifteen days of its becoming due; failing such production Leumi may effect or renew any such insurance as Leumi shall think fit at the Company's expense;
- (j) will observe and perform all restrictive and other covenants and stipulations for the time being affecting the Mortgaged Property or its use or enjoyment;
- (k) will not do or allow anything to be done on the Company's freehold or leasehold property which shall be treated as a development or a change of use within the meaning of the Town and Country Planning Acts unless Leumi's prior written consent has been obtained;
- (l) will not infringe the Town and Country Planning Acts in any way which prejudices Leumi's security over the Mortgaged Property;
- (m) will deposit with Leumi all deeds and documents of title relating to the Company's freehold and leasehold property and the insurance policies relating to the same, (subject only to the requirements of

Name of company

\*insert full name  
of Company

\* Wyndeham Masterpiece Limited (the "Company")

any prior Encumbrance or of the Company's landlord);

- (n) will not permit any person to become entitled to any proprietary right or interest which might affect the value of the assets subject to the fixed charges herein.

**FURTHER ASSURANCE AND POWER OF ATTORNEY**

By clause 7.1 of the Charge, at Leumi's request, the Company will at its cost immediately sign, seal, execute, deliver and perfect all deeds and instruments and do all such other acts and things as Leumi or any Receiver appointed hereunder may require in order to perfect or enforce the Charge or to use the powers given to each of them in the Charge or to enforce the Company's obligations and/or Leumi's rights under the Charge.

By clause 7.2 of the Charge, the Company will, if called upon by Leumi, execute a legal or equitable assignment of any part of the Mortgaged Property, in such terms as Leumi may require. The Company will then give notice of such assignment to such persons as Leumi may specify and take such other steps as Leumi may require to perfect such assignment.

By clause 7.3 of the Charge, the Company, by way of security, hereby irrevocably appoints Leumi and any Receiver severally to be its attorney and in the Company's name and on its behalf:

- (a) to execute and complete any documents or instruments which Leumi or such Receiver may require for perfecting Leumi's title to all or any part of the Mortgaged Property or for vesting the same in Leumi, its nominees or any purchaser;
- (b) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 7.1 of the Charge; and
- (c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on Leumi or a Receiver under the Charge or which may be deemed expedient by Leumi or a Receiver in connection with any disposition, realisation or getting in by Leumi or a Receiver or in connection with any other exercise of any power under the Charge and including, but not limited to, a power in favour of any Receiver to dispose for value of any of the Company's assets over which such Receiver may not have been appointed and which are located at real property over which he has been appointed, without being liable for any losses suffered by the Company.

**CONTINUING AND ADDITIONAL SECURITY**

By clause 15.1 of the Charge, the Charge is a continuing security. It shall apply to all the Secured Monies despite any interim settlement of account until a final discharge of the Charge shall be given to the Company by Leumi.

By clause 15.2 of the Charge, the Charge is in addition to and shall not merge or otherwise prejudice or affect any other right or remedy of Leumi's or any assignment, bill, note, guarantee, mortgage or other security at the date of the Charge or thereafter in favour of Leumi or held by or available to Leumi whether created by the Company or any third party.

By clause 20.2 of the Charge, the Company undertakes that no Encumbrances (other than a general lien in the ordinary course of business) ranking in priority to or pari passu with the charges created by the Charge will arise after the date of the Charge over the Mortgaged Property.

By clause 22.6, the Charge is subject to the terms of an Intercreditor Deed made between, inter alia, the Company and Leumi, certain other companies within the Company's Group of companies, Cigala LLP



Company number

01774813

Name of company

\*insert full name  
of Company

\* Wyndeham Masterpiece Limited (the "Company")

(Company Number OC340919) and Landsbanki Islands HF London Branch (Company Number FC026112, branch number BR008311).

## DEFINITIONS

**"Agreement"** - means any receivable finance agreement or other agreement for the sale and purchase of Receivables and/or any other type of agreement between the Company and Leumi (including without limitation the agreements, details of which are set out in Schedule 1) from time to time, and any amendments or alterations to it or them and any replacements for or supplements to the same, from time to time.

**"Associated Rights"** - has the same meaning as in the Agreement.

**"Encumbrance"** - means any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, flawed asset agreement, preferential right, trust arrangement or other security arrangement, whether by law or agreement, or any right conferring a priority of payment.

**"Enforcement Date"** - means the date on which:

- (a) Leumi receive from any person notice of intention to appoint an Administrator;
- (b) the Company request Leumi to appoint an Administrator or any Receiver;
- (c) a petition is filed for the appointment of an Administrator in respect of the Company;
- (d) an application is made for the appointment of an Administrator in respect of the Company;
- (e) an application is made for an administration order in respect of the Company;
- (f) an Administrator is appointed in relation to the Company; or
- (g) a winding up order has been made or a resolution for winding up has been passed or a provisional liquidator has been appointed in respect of the Company.

**"Equipment"** - means machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than Inventory), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under GAAP.

**"Fixtures"** - means, in relation to a Property, all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law.

**"Group"** - means in relation to any company, that company, its Subsidiaries, its holding company (as defined in Section 736 of the Companies Act 1985) and the Subsidiaries of that holding company.

**"Intellectual Property"** - means all patents (including applications, improvements, prolongations, extensions and right to apply therefor) designs (whether registered or unregistered) copyrights, design rights, trade marks and service marks (whether registered or unregistered) utility models, trade and business names, know-how, formulae, inventions, confidential information, trade secrets and computer software programs and systems (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world.

**"Moratorium"** - means a moratorium coming into effect pursuant to Schedule A1 of the Insolvency Act 1986 or pursuant to paragraph 1A of Schedule 1 to the Insolvent Partnerships Order 1994.

**"Mortgaged Property"** - means the subject matter of the mortgages and charges (or any part of them, if the context so allows) created by the Charge and set out at clause 4 of the Charge.

**"Non Vesting Receivables"** - means all or any Receivables purchased or purported to be purchased by Leumi pursuant to the Agreement but which fail to vest absolutely and effectively in Leumi for any reason, together with the Associated Rights to such Receivables.

Name of company

\*insert full name  
of Company

\* Wyndeham Masterpiece Limited (the "Company")

**"Other Receivables"** - all sums due and owing or accruing due and owing to the Company whether or not on account of the Company's trading both present and future except:

- (a) Non-Vesting Receivables; and
- (b) any Receivables whilst they remain absolutely and effectively vested in or held on trust for Leumi under the Agreement and whether such vesting results from a legal or equitable assignment.

**"Property"** - means freehold and leasehold property wherever situate (other than any heritable property in Scotland), and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same and **"Properties"** means all or any of the same, as the context requires.

**"Receivables"** - has the same meaning as in the Agreement.

**"Receiver"** - includes a receiver and/or manager not being an **administrative receiver** (as defined in Section 29(2) of the Insolvency Act 1986) of the Receivership Property.

**"Receivership Property"** - means such part or parts of the Mortgaged Property not being the whole or substantially the whole of the Company's property and assets within the meaning of section 29(2) of the Insolvency Act 1986.

**"Remittances"** - means cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, orders, drafts, promissory notes, electronic payments and any other instruments, methods or forms of payment or engagement.

**"Secured Liabilities"** - means both the Secured Monies and the obligations and liabilities in clause 3.1 of the Charge.

**"Secured Monies"** - means all the monies which now or at any time in future may be owing due and/or payable (but remaining unpaid) by the Company to Leumi in any manner and for any reason on any account; Secured Monies include all such monies due by the Company, either alone or jointly with any other person or on any partnership account (even though the whole of any part of such monies is represented or secured by any mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignments, agreements for discounting or factoring of Receivables or any other agreements or securities) and whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof; Secured Monies also means any of the following items, whether now or in the future:

- (a) all monies due or payable under the Agreement (if any) or by virtue of any guarantee or indemnity given by the Company to Leumi;
- (b) all advances which Leumi have made or shall make to the Company;
- (c) any indebtedness now or hereafter to be incurred by Leumi for the Company or at the Company's request, including all monies which Leumi shall pay or become liable to pay for or on account of the Company or any other person at the Company's request or order or under the Company's authority, either alone or jointly with any other person and whether or not by any of the following:
  - (i) Leumi making direct advances; or
  - (ii) Leumi drawing, accepting, endorsing, paying or discounting any Remittance; or
  - (iii) Leumi entering into any bond, guarantee, indemnity or letter of credit; or
  - (iv) Leumi confirming orders; or
  - (v) Leumi otherwise accepting any other liability for the Company or on the Company's behalf;
- (d) all monies which Leumi can charge to the Company and all costs charges and expenses incurred by Leumi following default in payment of any such monies or of breach by the Company of any of the provisions of the Charge.
- (e) the charges of surveyors and/or solicitors instructed by Leumi in connection with any part of the Mortgaged Property
- (f) all costs and charges and expenses which Leumi may from time to time incur in:
  - (i) stamping, perfecting, registering or enforcing this security; or
  - (ii) the negotiations for the preparation and execution of the Charge, and the Agreement or any guarantee, indemnity, priority arrangement, waiver or consent in respect of them; or
  - (iii) obtaining payment or discharge of Secured Monies; or

Name of company

\*insert full name  
of Company

\* Wyndeham Masterpiece Limited (the "Company")

- (iv) paying any rent, rates, taxes or outgoings for the Mortgaged Property; or
- (v) insuring, repairing, maintaining, managing or realising any part of the Mortgaged Property; or
- (vi) the preservation or exercise of any rights under or in connection with the Charge or any attempt to do so; or
- (vii) giving a discharge or release of this security; or
- (viii) dealing with or obtaining advice about any other matter or question arising out of or in connection with the Charge with the intention that Leumi shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of this security or of any other security held by Leumi for the Secured Monies;
- (g) all monies expended by any attorney appointed under clause 7.3 of the Charge in exercising his powers;
- (h) interest on all monies due and owing to Leumi at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto.

**"Securities"** – means all stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise and all other interests (including but not limited to loan capital) both present and future held by the Company in any person and includes all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property offered at any time by way of dividend, conversion, redemption, bonus, preference, option or otherwise in respect thereof.

**"Subsidiary"** - means

- (a) a subsidiary within the meaning of Section 736 of the Companies Act 1985; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Sections 258-260 of the Companies Act 1985 as substituted by Section 21 of the Companies Act 1989.

Company number

01774813

Name of company

\*insert full name  
of Company

\* Wyndeham Masterpiece Limited (the "Company")

X



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 1774813  
CHARGE NO. 13**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FULL FORM DEBENTURE DATED 5  
DECEMBER 2008 AND CREATED BY WYNDEHAM  
MASTERPIECE LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY TO LEUMI ABL  
LIMITED ON ANY ACCOUNT WHATSOEVER UNDER THE  
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING  
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT  
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE  
19 DECEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 DECEMBER  
2008

*Dx/14*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES