

# M

CHFP025

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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

107417/13

# 395

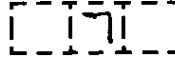
A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



3993178

Name of company

\* Kew Green Hotels Limited ("Assignor")

Date of creation of the charge

5 May 2009

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

Deed of Assignment of Keyman Insurance Policies ("Deed")

Amount secured by the mortgage or charge

10 All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any Group Company to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Deed) ("Secured Obligations").

All capitalised terms not defined elsewhere in this form 395 are as defined in annexure 1 to this form 395.

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

Bank of Scotland plc (in its capacity as security agent for the Secured Parties (the "Security Agent") of The Mound, Edinburgh

Postcode EH1 1YZ

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

DLA Piper UK LLP  
101 Barbirolli Square  
Manchester  
M2 3DL

RMP/AJXD/61249/120197

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

THURSDAY



A26

\*AS02T9NT\*

07/05/2009

265

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. The Assignor hereby assigns and agrees to assign absolutely all its right, title and interest, present and future, in and to the Policies (as defined below), in respect of the following life assureds each of whom is insured by Zurich Assurance Limited:

1.1 Paul Daniel Johnson having policy number 6576-2TA-DYS which commenced on 1 January 2009 for a period of 10 years assuring the sum of £500,000;

1.2 Jameson Andrew Lamb having policy number 6572-2TA-DYS which commenced on 27 February 2009 for a period of 10 years assuring the sum of £500,000; and

1.3 Jeremy Robert Arthur Richardson having policy number 6574-2TA-DYS which commenced on 15 January 2009 for a period of 10 years assuring the sum of £500,000  
(together the "Policies"),

and all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies.

95

Particulars as to commission allowance or discount (note 3)

NIL

Signed DLA Piper

Date 6 May 2009

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ (chargee) †

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

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

3993178

Name of company

\*insert full name  
of Company

\* Kew Green Hotels Limited ("Assignor")

## 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)

2. The Assignor shall not do nor agree to do any of the following without the prior written consent of the Security Agent:

- (a) create or permit to subsist any Security Interest on any Policy other than:
  - (i) as created by the Deed; and
  - (ii) as permitted by the Senior Facilities Agreement on or before the Senior Discharge Date and thereafter as permitted by the Junior Mezzanine Facility Agreement; or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in the Policies.

3. The Assignor, by way of security, irrevocably and severally appoints the Security Agent and any Delegates to be its attorney to take any action which the Assignor is obliged to take under the Deed, including under clause 9 (*Further assurances*). The Assignor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause (with the exception of any gross negligence or wilful default).

**Kew Green Hotels Limited**

**Annexure 1 to Form 395**

**"Finance Document"** means any Senior Finance Document and any Junior Mezzanine Facility Document;

**"Group"** means, at any time, the Assignor and its Subsidiaries at such time and **"Group Company"** means any member of the Group;

**"Junior Mezzanine Facility Agent"** means the "Agent" as defined in the Junior Mezzanine Facility Agreement;

**"Secured Parties"** has the meaning given to that term in the Intercreditor Agreement;

**"Senior Discharge Date"** has the meaning given to that term in the Intercreditor Agreement;

**"Senior Facilities Agreement"** means the term and revolving facilities agreement dated 30 October 2008 and made between (1) the Company, (2) the companies listed in part 1 of schedule 1 to it as Original Borrowers, (3) the companies listed in part 1 of schedule 1 to it as Original Guarantors, (4) Bank of Scotland plc, Barclays Capital And Lloyds TSB Bank plc as Joint Mandated Lead Arrangers, (5) the banks and financial institutions listed in part 2 of schedule 1 to it as Original Lenders, (6) Bank of Scotland plc as Agent and (7) the Security Agent, pursuant to which the Original Lenders agreed to make certain facilities available to the Borrower; and

**"Senior Finance Document"** means the "Finance Documents" as defined in the Senior Facilities Agreement.



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

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

COMPANY NO. 3993178  
CHARGE NO. 7

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT OF  
KEYMAN INSURANCE POLICIES DATED 5 MAY 2009 AND  
CREATED BY KEW GREEN HOTELS LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM ANY GROUP  
MEMBER TO BANK OF SCOTLAND PLC (IN ITS CAPACITY AS  
SECURITY AGENT FOR THE SECURED PARTIES) (THE  
SECURITY AGENT) AND/OR THE OTHER SECURED PARTIES  
(OR ANY OF THEM) 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 7 MAY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 MAY 2009



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES